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**DOCUMENT COVER SHEET**

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

*Draft 10/20/2022; Revised 12/16/2022; Updated 5/5/2023; Revised 09/25/23- Revised 2/10/2025*

**RECORDING MEMORANDUM**

Instrument: ~~Restatement of~~ Amended and Restated Covenants, Conditions and Restrictions ~~to~~ 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: ~~Reference:~~ \_\_\_\_\_

- |   |                                  |
|---|----------------------------------|
| <del>Book 205</del> , Page <del>542</del>                     | Book 114, Page 245               |
| <u>Book 247, Page 159</u>                                     | <u>Book 176, Page 333</u>        |
| <u>Book 261, Page 145</u>                                     | <u>Book 214, Page 712</u>        |
| <u>Book 261, Page 246 or 248</u>                              | <u>Book 217, Page 163</u>        |
| Book 287, Page 493  | Book 285, Page 1027              |
| Book <del>354, Page 756</del> <u>291, Pages 468, 471, 474</u> | Book <del>672</del> <u>315</u> , |
| <del>Page 246</del> <u>Pages 1, 4, 8</u>                      |                                  |
| <u>Book 344, Page 321</u>                                     | <u>Book 604, Page 101</u>        |
| <u>Book 354, Page 756</u>                                     | <u>Book 672, Page 244</u>        |
| Book 405, Page 414  | Book 927, Page 134               |
| Book 474, Page 174  | Book 1136, Page 280              |
| Book 526, Page 255  | Book 1281, Page 690              |

DRAFT – Carmody MacDonald P.C.

Book 558, Page 293

Book , Page

Book 625, Page 475

Document No. 200902196,

~~Page 1~~

Return To: ~~Jaime Fraser Carr Law, LLC~~

~~10 Fenton Plz, #275~~

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

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

~~THIS RESTATEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by Pinnacle~~  
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 “Community 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 ~~dated recorded on~~ September ~~10~~11, 1964 ~~recorded at Book 205, Page 542 of the Montgomery County Records and in~~ Book 114, Page 245 of the Warren County Records<sup>1</sup> (the “Initial Restrictions”); (2) Amendment to Restrictions to Pinnacle Lake Estates ~~dated recorded on~~ June ~~24~~25, 1974 ~~recorded at 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 ~~dated recorded on~~ April 21, 1978, ~~recorded at 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 ~~dated May 18 recorded on June 13, 1978, recorded at in~~ Book 261, on or about Page 240 246 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 ~~dated recorded on~~ December ~~29~~31, 1984, ~~recorded at 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) ~~[Additions to]~~ Fourth Amendment of the Covenants, Restrictions and Trusteeship to Pinnacle Lake Estates recorded ~~on or around~~ September 19, 1985 in Book 291, on or about Pages 468 491 and Book 296, Pages 511 18468, 471, and 474 of the Montgomery County Records and ~~recorded on September 19, 1985 in~~ Book 315, on or about Pages 1 281, 4 and Book 8339, Pages 261 69 of the Warren County Records (“Additions to Fourth Amendment”); (7) Revision of the Fourth Amendment of the Covenants, Restrictions and Trusteeship to Pinnacle Lake Estates ~~dated recorded on~~ May ~~4~~10, 1993, ~~recorded at in~~ Book 344, ~~Pages 321 22~~Page 321 of the Montgomery County Records and ~~on May 4, 1993 in~~ Book ~~0604, Pages 101 03~~604, Page 101 of the Warren County Records (“1<sup>st</sup> Revision of 4<sup>th</sup> Amendment”); (8) Revision of Fourth Amendment of the Covenants, Restrictions and Trusteeship to Pinnacle Lake Estates recorded ~~on~~ August 16, 1994, ~~recorded at in~~ Book 354, ~~Pages 756 57~~Page 756 of the Montgomery County Records and recorded on September 30, 1994 in Book 672, ~~Pages 246 47~~Page 244 of the Warren County Records (“2<sup>nd</sup> Revision of 4<sup>th</sup> Amendment”); (9) Revision of the Fourth Amendment of the Covenants, Restrictions and Trusteeship to Pinnacle Lake Estates recorded ~~in on~~ January ~~of~~28, 1999 ~~at~~ Book 405, ~~Pages 414 17~~Page 414 of the Montgomery County Records and ~~on January 22, 1999 in~~ Book 927, ~~Pages 134 37~~Page 134 of the Warren County Records (“3<sup>rd</sup> Revision of 4<sup>th</sup> Amendment”); (10) Revision of the Fourth Amendment of the Covenants, Restrictions and Trusteeship to Pinnacle Lake Estates recorded on ~~or around~~ November 12, 2002 in Book 474, ~~Pages 174 78~~Page 174 of the Montgomery County Records and ~~on November 7, 2002 in~~

<sup>1</sup> Note: We do not have a copy of the Initial Restrictions recorded in Montgomery County.

Book 1136, ~~Pages 280-84~~Page 280 of the Warren County Records (“4<sup>th</sup> Revision of 4<sup>th</sup> Amendment”); (11) Revision of the Fourth Amendment of the Covenants, Restrictions and Trusteeship to Pinnacle Lake Estates recorded on October 4, 2004 in Book 526, ~~Pages 255-64~~Page 255 of the Montgomery County Records and on October 4, 2004 in Book 1281, ~~Pages 690-99~~Page 690 of the Warren County Records (“5<sup>th</sup> Revision of 4<sup>th</sup> Amendment”); (12) Fifth Amendment of the Covenants, Restrictions and Trusteeship to Pinnacle Lake Estates Association, Inc. ~~dated September 10, 2005 and~~ recorded on January 12, 2006 in Book 558, ~~Pages 293-303~~Page 293 of the Montgomery County Records (“Fifth Amendment”);<sup>2</sup>; and (13) Revision to the Fifth Amendment of the Covenants, Restrictions and Trusteeship to Pinnacle Lake Estates Association, Inc. ~~dated September 13, 2008 and~~ recorded on

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<sup>2</sup> Note: We do not have a copy of the Fifth Amendment recorded in Warren County.

April 8, 2009 in Book 625, ~~Pages 475-84~~ Page 475 of the Montgomery County Records and ~~Book on April 8, 2009 as Document No. 200902196, Pages 1-10~~ of the Warren County Records (“1<sup>st</sup> Revision of 5<sup>th</sup> Amendment”); and, together with Initial Restrictions, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Additions to Fourth Amendment, 1<sup>st</sup> Revision of 4<sup>th</sup> Amendment, 2<sup>nd</sup> Revision of 4<sup>th</sup> Amendment, 3<sup>rd</sup> Revision of 4<sup>th</sup> Amendment, 4<sup>th</sup> Revision of 4<sup>th</sup> Amendment, 5<sup>th</sup> Revision of 4<sup>th</sup> Amendment, and Fifth Amendment, collectively, the “Old Covenants”;

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

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

~~WHEREAS, Section 11 of the Restrictions authorizes the Association to amend the Restrictions by an~~ the Association may amend the Old Covenants pursuant to Section 11 the 1<sup>st</sup> Revision of 5<sup>th</sup> Amendment by the affirmative vote of a majority of the qualified membership ~~(or members in good standing)~~ attending in person or by notarized proxy at a duly called meeting; and

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

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, ~~by a majority vote of those present at a Special Meeting of members~~ these Covenants do hereby amend, restate, supersede and replace all previous covenants, conditions and restrictions of the Association held on \_\_\_\_\_, 2023, the Association hereby adopts this Restatement and restates all prior amendments and the Restrictions in its entirety as follows: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 of Trustees” or~~ “Board” means the ~~body~~ 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 ~~and~~, creeks, boat

docks, boat launch parking ~~area~~areas, boat ramps, ~~campground, bathhouse, pavilion~~campgrounds, bathhouses, pavilions, tennis ~~court~~courts, picnic ~~area, beach~~areas, beaches, retention pond property, guard facilities, ~~office~~offices, the main gate, the north gate, the Pinnacle (~~or 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 ~~residents~~guests.

- 1.6 “Covenants” ~~and/or “Restrictions”~~ means this instrument, as may be amended.
- 1.7 “~~Documents~~” ~~or~~ “Governing Documents” means ~~the~~these Covenants and ~~or Restrictions, 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 with bearing the lot ~~owner’s~~owner’s name, including a any Residence ~~and, Seasonal Dwelling, or~~ other improvements thereon, the location and dimensions of which are depicted on the Plat.
- (a) ~~a.~~ ——— “Primary Lot” means the first Lot deeded, conveyed, sold or transferred to a Lot Owner. ~~prior to January 1, 2022 AND any Lot deeded, conveyed, sold or transferred to a Lot Owner on or after January 1, 2022.~~
- (b) ~~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~~ 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 ~~on or after January 1,~~ 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.
- ~~2022 is considered a Primary Lot, regardless of the number of Lots the Lot Owner owns. that is deeded the same as initial lot. (example: Jane and John Doe) Any lot deeded differently shall be considered a Primary Lot (Example Jane and Adam Doe)~~
- 1.10 “Member” means the record Owner of a Lot in the ~~Association~~ Subdivision.

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

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



~~1.13~~1.12 “**Ordinance**” means any applicable ordinances, codes or regulations of the ~~counties~~Counties of Montgomery and Warren, Missouri, or ~~its~~their successor(s), as may be amended, or of such local government as may have jurisdiction at any point.

~~1.14~~1.13 “**Owner**” or “**Lot Owner**” means any Person who has a recorded fee simple title to a Lot in the Subdivision, ~~not including any person having a Security Interest in the Lot.~~ The records of the ~~counties~~Counties of Montgomery and Warren, Missouri shall be conclusive in determining ownership.

~~1.15~~1.14 “**Permanent Resident**” means any person residing in a ~~single family dwelling in the~~Residence ~~Subdivision~~ for more than six (6) months of the year.

~~1.16~~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.

~~1.17~~1.16 “**Plat**” means all plats of Pinnacle Lake ~~Estate Subdivision~~Estates, Inc. and/or Pinnacle Lake Estates Association, Inc.

~~1.18~~1.17 “**Property**” means the land, improvements, easements, rights and appurtenances, as more particularly described in the Plat, including ~~all~~the Common Ground and Lots.

~~1.19~~1.18 “**Residence**” means any building on a Lot, ~~whether depicted on the Plat, designed and intended for independent permanent residential use (i.e., single family dwelling);~~ that conforms to the Ordinances governing the construction and use of single-family homes in Montgomery County and/or Warren County, as applicable.

~~1.20~~1.19 “**Rules and Regulations**” ~~or “Rules”~~ means the rules and regulations adopted by the Board pursuant to the Governing Documents.

~~1.21~~1.20 “**Subdivision**” or “**PLE**” ~~means the Owners and Property that are subject~~shall have the meaning set forth in the recitals to these Covenants~~Restrictions.~~

~~1.22~~1.21 “**Seasonal Dwelling**” means ~~to be used only for temporary use such as weekends, vacations, short stays, etc.~~ 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 ~~cannot be lived in.—~~ : 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 ~~of said Pinnacle Lake Estates~~ and included in the legal description, ~~which is more particularly described on~~attached hereto as Exhibit A ~~attached hereto~~ and incorporated herein, ~~now filed or on future plats, to~~ by this reference, as well as all roads that may be constructed ~~by a developer,~~ will in the future, must be constructed ~~according to~~in accordance with the standards established by the ~~Trustees of the Pinnacle Lake Estates Association,~~ 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~~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, ~~Property Standards and Businesses~~ and Other Structures**

~~3.1 All Residences or Dwellings must be constructed to conform to the Local County Codes and requirements, the following: (A) Minimum area~~

~~requirements of enclosed living space:~~

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

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

**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.<sup>3</sup> Each Seasonal Dwelling must have an approved<sup>4</sup> onsite wastewater treatment or storage system. Seasonal Dwellings may only be used for temporary occupancy, such as weekends, or short vacation stays.

~~Seasonal Dwellings must obtain a permit from the county listed on deed. Seasonal structure must adhere to the International Property Maintenance Code.~~  
~~(B) Required Residence/Dwelling utility requirements:~~

~~AIH3.2 Residences. Each Residence/Dwelling structures of any sizes are required to have~~ must have an enclosed and heated living area, running water, an approved<sup>5</sup> onsite wastewater treatment or storage system, and electric service ~~(or where building/waste treatment/storage codes allow;~~ if allowed by the applicable Ordinances, a suitable and reliable alternative power system that can ~~reliably~~ support the ~~residence/dwelling infrastructure systems: lights, water, and wastewater treatment or storage system/monitoring power requirements~~of the Residence on a daily basis).

~~(C) Other Residence/Seasonal Dwelling requirements:~~

~~All Residence/Seasonal Dwelling structures must have one full bathroom (toilet, sink, shower) within the structure. an approved onsite wastewater treatment or storage system~~

~~3.2~~ 3.2 — No more than one Residence shall be located on each Lot. ~~Each Lot and Residence thereon shall~~Residences may only be used ~~solely~~ for single-family residential purposes, ~~including~~ (which shall include unrelated persons living together as a single-family unit).

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

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

~~3.3~~ 3.3 ~~No house~~Other Structures. House trailers, mobile homes, manufactured homes, ~~or~~modular homes, prebuilt homes, cabins, and similarly described structures are permitted. ~~Modular homes, prebuilt Dwellings, or Cabins shall be permitted, but if and only if,~~ provided that:

(a) ~~(A) All other PLE Association~~They meet all requirements for Residences; ~~and structures are met;~~

<sup>3</sup> 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.

<sup>4</sup> Note: Approved by who? The Board or a local authority?

<sup>5</sup> Note: Same comment as FN 4.

- (b) ~~(B) New~~ They are new or no more than five (5) years old from the date of manufacture;
- (c) ~~(C) Has~~ They have a roof pitch no less than a 4-inch rise to a 12-inch run;
- ~~(D) Meets the Association’s minimum enclosed living space square foot requirements;~~
- (d) ~~(E) Is~~ They are permanently erected on and affixed to a spread footing ~~and foundation,~~ poured concrete ~~piers~~ pier, or monolithic pour foundation;
- (e) ~~(F) Photos (or inspection)~~ A photo of the specific proposed structure, or an accurate ~~representative of model is presented in advance with~~ 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 ~~in the construction and is,~~ which must be approved by the Board in writing prior to any construction; and
- (f) ~~(G) Is~~ They are built in conformance with ~~all current applicable state and local building codes~~ the Ordinances.

### 3.4 Existing Structures.

- (a) House trailers, mobile homes, manufactured homes, modular homes, prebuilt homes, cabins, and similarly described structures ~~which were documented by the Board of Trustees of the Association to exist within Pinnacle Lake Estates~~ that existed within the Subdivision on or before September 30, 1994 ~~are,~~ as documented by the Board, and that do not otherwise qualify as Residences or Seasonal Dwellings, shall be permitted to remain, ~~but should those Residences/dwellings;~~ provided, however, that should any such structure be removed or ~~structurally~~ damaged beyond acceptable standards ~~at any time in the future, they~~ it may ~~not only~~ be replaced with ~~any~~ a comparable structure ~~not permitted by the Restrictions, By laws or other Rules of the Association at that time in effect. Any replacement structure must follow county requirements and receive PLE architecture approval before construction can begin. which complies with the Ordinances and which has been approved by the Board pursuant to Section 3.3(e) above.~~
- (b) Seasonal ~~dwellings documented by the Board of Trustees of the Association to exist within Pinnacle Lake Estates~~ Dwellings that existed within the Subdivision on or before June ~~15<sup>th</sup>~~ 15, 2024 ~~are,~~ as documented by the Board, shall be permitted to remain, ~~but should those Residences/dwellings;~~ provided, however, that should any such structure be removed or ~~structurally~~ damaged beyond acceptable standards ~~at any time in the future, they~~ it may only be replaced with a comparable structure. ~~Any replacement structure must follow county requirements and receive PLE architecture~~

~~approval before construction can begin.~~ which complies with the Ordinances and which has been approved by the Board pursuant to Section 3.3(e) above.

**3.4-3.5 Subdivision and Merger.** No portion of ~~land located within Pinnacle Lake Estates~~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~~Lots that are touching may be permissible if prior written ~~authorization~~consent is obtained from the Board and such merger complies ~~with all laws and local ordinances.~~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.<sup>6</sup>

(a) ~~(A) — Any merger, subdivision or re-subdivision of land located within Pinnacle Lake Estates~~Property and/or restructuring of ~~lot~~Lot lines of ~~platted lots of record of Pinnacle Lake Estates~~ shall ~~However, all lots merged will still have to pay assessments on each Lot, as if the Lots remained independent and separate.~~ No portion of land located within Pinnacle Lake Estates shall be merged with another portion of land to create a single Lot, except in the circumstance of a small Lot < 0.5 acres (or a boundary adjustment or fraction of a Lot) adjacent to a larger Lot, in which case a merger or consolidation of the two Lots may be permissible if prior written authorization is obtained from the Board and such merger complies with all laws and local ordinances. However, any Lots merged will still have to pay an assessment on each Lot, as if the Lots remained independent and separate. Likewise, an Owner that owns multiple Lots still has to pay the full assessment on each Lot owned.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 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.

~~require a new plat or a revision to the existing recorded plat, which is to be completed at the property owner’s expense, and such revision shall be submitted to the Board of Trustees for written approval prior to submitting such revision to the plat to the county or other applicable governmental body for approval and prior to recording. Any subdivision, merger, and/or restructuring of lot lines of land located within Pinnacle~~

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

~~Lake Estates not indicated on a plat filed of record shall require a plat be completed at the property owner's expense. Such proposed plat shall be submitted to the Board of Trustees for written approval prior to submitting the plat to the county or other applicable governmental body for approval and prior to recording. The Board of Trustees shall have the authority to consent or reject such revision to plat or proposed plat in its sole discretion.~~

(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.

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

3.6 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.

~~(C) Revision to plat approved by the Board of Trustees will not result in a reduction of annual assessments. Plat will be changed with the county of record but will remain as separate lots in PLE records and assessment rates.~~

~~3.5—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 ~~land located within Pinnacle Lake Estates Lot.~~<sup>7</sup>

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

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

<sup>7</sup> Note: To be discussed after further review.

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.

~~(A) Short term (<6 months <1 year) leasing of Lot Owner dwellings, Residence, or property is prohibited. Leasing of a Residence or property of equal to or greater than 6 month 1 year duration is permissible, as long as the Lot Owners give up their right to use PLE Common Ground, including the Lake, during the time of the lease. If the Lot Residence being leased is a Secondary Lot, Lot Owner will be responsible for paying a Primary Lot assessment, regardless of grandfather lot status. Further:~~

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.
- 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 ~~i.~~—Not less than the entire Lot shall be leased;
- 4.8 ~~ii.~~—No Lot, ~~Dwelling or Residence~~ shall be leased, sublet or assigned (i) on a nightly or monthly basis, (ii) for transient purposes ~~(30 days or less)~~, including ~~no~~ home exchange or swap, ~~no~~ time-sharing, ~~and no~~ Airbnb®, VRBO® or their functional equivalent, or (iii) for hotel purposes ~~(such as cleaning or room service)~~, including bed and breakfasts; ~~and~~.
  - ~~iii.~~ ~~The Owner assigns to the tenant all rights and privileges related to occupancy of the Lot, including use of the Common Ground and the Lake. The Owner retains the rights of~~



~~ownership and the duty to pay assessments, fines and other charges by the Association, and the duty to maintain the Lot and carry insurance to protect his or her own interests.~~

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 ~~iv. Any ATV, Boat camper, etc much be register with PLE via one year registration that will expire at the end~~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.

~~v. entry into the boat dock lottery will be excluded for anyone leasing a Residence.~~

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.

~~(B) The Owner is responsible for any violation by the tenant of the Governing Documents, and the Association is authorized to enforce any such violation except for nonpayment of rent.~~

~~(C) Any sublease, renewal, extension, or assignment of a Lease shall be in writing.~~

~~(D) The Board may adopt such rules, regulations, and forms as it deems reasonable and necessary to implement the provisions of this subsection.~~

4.13 ~~(E)~~ 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 against the Owner, including but not limited to (i) the right to collect rent from the tenant directly if the Owner is delinquent in assessments, and/or (ii) termination of the lease and eviction of the tenant by judicial proceeding, after notice to the Owner and opportunity to be heard and/or to cure, at the Owner’s expenses sole cost, including collection of unpaid fines, fees and administrative charges, and recovery of costs, expenses, and reasonable attorneys’ fees and costs.

~~(F) No lot without a “Residence” for the purpose of “Permanent Resident” shall be leased at any time.~~

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

~~(G) Owner forfeits all but one gate card. Tenan received card from PLE office once lease is received, reviewed and approved by the board.~~

**5. Building Modifications and Permits**

No building, fence, deck, wall, holding tank, septic system, well, boat dock, driveway, culvert pipe or other structure shall be erected, altered, built, or permitted to remain unless plans or specifications are first approved, in writing, by the Board ~~of Trustees of the Association, and the Owner is responsible to comply with all federal, state and local laws and any ordinances of the Counties of Montgomery and Warren, Missouri, including obtaining any necessary permits at his/her own expense.~~ 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**

~~Any structures~~If any structure and/or ~~vehicles~~vehicle, including but not limited to sheds, porches, boat docks, campers, homes, decks, gazebos, boats, ~~autos, etc., that are, in the opinion of the Board of Trustees, and automobiles, are~~ determined to be in disrepair ~~based on the international maintenance code.~~ [according to the International Maintenance Code] or in violation of the ~~Association~~ Rules and Regulations, the ~~Owners~~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 ~~necessary work. Less than same, except that fewer than thirty (30) days may be given in the event of a health or safety threat. At~~The Board, at the request of the Lot Owner, an extension may be granted by the Board of Trustees when it is considered may grant appropriate. in the Board's sole discretion extensions. If the ~~Lot~~ Owner fails to ~~comply by the stated date~~complete any repair or removal required by this Section, the Board ~~of Trustees has the authority to~~may contract with a private service to ~~have the repairs done or remove the stated structure and/or vehicle from the property at the Owners'~~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]. ~~See Maintenance requirement policy (board is working on development of this policy.)~~

**7. Lot Owner Guests**

~~Lot Owners may allow guests to utilize their property in their absence only by giving written permission and presenting it to the security guard or other proper official. Guests shall not utilize motorized watercraft or Community amenities (i.e., the beach, pavilion, campgrounds, tennis courts and bath house) if the Lot Owner or Lot Owner's Immediate Family Member(s) is/are not present. It is the expectation that the lot owner or his/her immediate family will be on the premises when guests are present and will meet their guests at the gate for access. It is not expected that security will be at the gate to let family members or guests in, although arrangements can be made during season, provided they have been added to the guards' guest list. All Owners, Immediate Family Members, occupants, and guests must abide by the Rules and Regulations of the Association. Any fines issued to the guests, occupants, etc. will be assessed to the respective Lot Owner.~~

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,<sup>8</sup> 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.

### **8.1 Annual Assessments.**

- (a) An annual assessment shall be due on each Lot ~~(regardless of the number of Lots owned or number of Owners in the legal description or 'of record')~~ to cover ~~the~~ Common Expenses, including but not limited to (i) the administrative expenses of ~~administration of~~ the Association; (ii) maintenance, repair, improvements, or replacements on the Common Ground, ~~including improvements thereon~~; (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. ~~Further, each Owner of a Lot covenants to pay and shall be personally liable for all assessments or other charges coming due while he is an Owner. All annual assessments shall be due on July 1<sup>st</sup> of each year, or on such other date as the Board may designate.~~
- (b) Any increase in annual assessments ~~to be levied against Lots may only~~ must be approved by the affirmative vote of a majority ~~vote~~ of the Members in Good Standing in attendance ~~during the vote at a duly called, either in person or by notarized proxy, at an annual or special meeting duly called~~ with a quorum present ~~via the following methods: (i) in person, (ii) by notarized proxy, or (iii) by a ballot submitted directly to the Board via the mail or Email received in advance of the meeting. The membership must be notified in writing by the Trustees at least thirty (30) days in advance of such a meeting that a vote on an assessment increase will occur. Such notice shall contain a proposal setting forth the proposed amount and purpose of the increase per Lot to be voted on at said meeting;~~ provided, however, that annual assessments for Secondary Lots shall be less than annual

<sup>8</sup> Note: What does the "season" refer to?

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.

~~(A)~~ **8.3** Notice of Assessment and Date: Notice of each annual assessment and special assessment shall be given to each ~~Lot~~ Owner ~~containing a, which notice shall state the~~ due date. ~~The~~ 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 ~~of Trustees~~ and provided in the notice.

~~(B)~~ **8.4** Effect of Non-Payment of Assessment and Personal Obligation of the Owner: Each ~~such~~ assessment, together with the costs of collection ~~thereof, as herein provided,~~ shall be the personal obligation of the ~~Lot~~ Owner of record at the time when the assessment became due. Any Owner in arrears for more than ninety (90) days will have all Association gate cards deactivated (except those allowing property access)<sup>9</sup> 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, ~~or~~ by abandonment of the Lot, or by reliance upon any claim against the Association, the Board, another Owner or any third party. ~~The Lot~~ An Owner may relinquish ~~the lot to PLE for the back~~ their Lot to the Association to satisfy delinquent assessments ~~and all, in which case the Association shall be the recipient of the~~ net proceeds from the sale of ~~the lot will go to PLE~~ such Lot. Each regular or special assessment not paid on the due date shall become a delinquent assessment. ~~Each such delinquent assessment~~

(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. ~~Late fees may also be imposed via Board resolution. The Association through its Board of Trustees shall also have the power to~~

(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 ~~any~~ the actual costs and expenses incurred by the Board ~~of Trustees~~ in remedying, or attempting to remedy, any ~~such~~ delinquency, ~~violation or breach~~. Said costs include reasonable ~~attorney~~ attorneys' fees ~~incurred~~, whether or not any lien is filed, or suits are brought, and regardless of whether any resolution is by settlement or by

<sup>9</sup> Note: What does this exception refer to?

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 ~~attorney~~attorneys' fees shall also be a lien on such Lot as provided herein and a personal obligation of the Lot Owner. The Board ~~of Trustees~~ may (a) bring an action at law or equity against the Owner personally obligated to pay or (b) foreclose the lien against the Lot as described herein.

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

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.

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

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

8.5 Certification of Payment. The Association shall upon demand, at any time, furnish to any Lot Owner liable for ~~said~~an assessment a certificate in writing signed by a ~~member of the Board of Trustees~~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. Special Assessments Enforcement.

~~Special assessments for emergencies may be levied upon Lot Owners in accordance with the procedure established by the Trustees of the Association. Special assessments must be approved by a majority vote of the Members in Good Standing physically present in person or by notarized proxy at an annual or specially called meeting with a quorum, or by a ballot~~

~~submitted to the Board directly via the mail or Email. The Association is herewith granted the authority to enforce said payment in the manner provided herein.~~

~~**10. Members in Good Standing and Voting**~~

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

~~**11. Amendments**~~

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

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

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

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

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

~~**12. Enforcement, Penalties and Non-Waiver**~~

The ~~Trustees of the Association are~~Board is, by this instrument, authorized to establish ~~and, 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.

~~(A)~~**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 ~~in~~ herein shall be cumulative of any remedies available at law or in equity. The Association, if it prevails, shall be entitled to recover its reasonable ~~attorney's~~ 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) ~~(i)~~ — 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) ~~(ii)~~ — Require the Owner to remediate or abate the violation ~~of a restriction~~, after notice and opportunity to be heard;
  - (c) ~~(iii)~~ — Levy fines ~~for a violation of a restriction, after notice and opportunity to be heard, and to~~ in the manner provided below, and collect any unpaid fines in the same manner as delinquent assessments pursuant to Section 8;
  - (d) ~~(iv)~~ — 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) ~~(v)~~ — Record a notice of violation, including a ~~notice~~ Notice of ~~lien~~ Lien for unpaid fines, against the Owner for the violation; and ~~Lot of any Owner in violation of a restriction; and~~
  - (f) ~~(vi)~~ — Suspend the Owner's right to vote and right to use ~~any~~ the Common ~~Grounds~~ Ground (roads excepted) until the violation is abated. ~~Further, no Owner may be a candidate for election as Trustee, or serve as Trustee, or vote in any Association matter, or use the Common Ground (roads excepted), if he or she is not a Member in Good Standing.~~
- ~~(B) Violation and Penalties: The Association through its Board of Trustees shall have the authority to determine~~ **9.2 Fines.** The Board is authorized to establish a schedule of offenses subject to a fine and the amount of such fine ~~in the Board's sole discretion~~, and adopt, repeal, or amend such schedule of offenses or the amount of the applicable fine. Upon approval by the Board ~~of Trustees~~, any adoption, amendment or repeal regarding the fines shall be posted at the PLE Administration Building and a copy thereof shall be made available to any ~~member of the Association~~ Owner upon ~~the request of such member~~. In no case shall the amount of

a fine be in excess of \$100 for a first offense or \$300 for a repeated or recurring offense. ~~The Association through its Board of Trustees may assess a fine against any Owner who, or whose occupant or guest, is determined to have violated or to be in violation of any of the offenses subject to a fine, after notice and opportunity to be heard. The Owner may request a hearing in writing before the Board of Trustees within thirty (30) days of the date on the notice of the violation and fine. If no written request is made for a hearing and payment of the fine is not received within sixty (60) days of the date on the notice, or if a hearing is requested and payment of a fine is not received within thirty (30) days of the decision of the Board of Trustees after hearing, the fine shall become a lien against the Owner's Lot and enforceable as set out herein for assessments and liens. The Board of Trustees shall determine, at its sole discretion, the protocol for any hearing conducted hereunder.~~ 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

~~(C)~~ 9.5 Discretion and Non-waiver:- The ~~decision to pursue enforcement in any particular case shall be left to the Board’s sole discretion. A decision not to enforce~~ nonenforcement of any provision hereof shall not be construed as a waiver ~~to~~ of the right of the Association to enforce such provision at a later time under other circumstances ~~or~~ 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.

## 1312. Notices

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

(A) ~~(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) ~~(B)~~—In writing and recorded in the Office of the Recorder of Deeds ~~in the County in which the lot is located as required by the action~~ for Montgomery County and/or Warren County, as applicable.

~~(C) —In writing and posted on the Lot of the Owner.~~

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

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

#### 1413. Community Standards and Behavior

~~(A) — Pets, 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 ~~Lot~~ Owner presents his/her~~the Owner's~~ site plan to manage the animals to the Board and to the other ~~lot owners~~Owners who may be adversely affected by such animals' presence, ~~at a monthly Board meeting.~~ Said animals may not exceed three (3) under any circumstances. Fowl, such as chickens and ducks, are permissible without Board approval but limited to a combined total of eight (8) fowl. However, adult male chickens (roosters) and guinea hens<sup>10</sup> are prohibited. Further Rules and Regulations may be adopted via Board resolution as the Board deems appropriate in its sole discretion.

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

- i) ~~— 13.2~~ **Pets.** No pets or animals with vicious tendencies are permitted on the Common Ground.  
ii) Each Owner shall ~~further~~ comply with all ~~local ordinances and subdivision regulations, particularly of the counties of Montgomery and Warren, Missouri,~~Ordinances and Rules and Regulations relating to the number, supervision, control, responsibility, and maintenance of animals in residential areas.  
iii) Owners ~~and occupants~~ 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 ~~within~~of the Subdivision. Owners with pets ~~iv)~~ ~~Owner~~ shall also be responsible for any damage to the Common Ground caused by ~~any of his or his occupants'~~their pets or animals, and ~~the Owner or occupants~~ shall timely and properly dispose of any pet waste. Notwithstanding anything herein to the contrary, no pets ~~v)~~ ~~Pets~~ or animals of any kind are ~~not~~ 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.

~~(B) — Firearms~~  
13.3 Firearms. The use of firearms, whether for hunting, target shooting or otherwise, is strictly prohibited on ~~all~~the Common Ground, as well as all Lots within the Subdivision that are less than ~~ten (10)~~ three (3) acres in size. No ~~discharge of firearms on said Lot is allowed~~firearm may be discharged within two hundred

<sup>10</sup> Note: The Association likely can't prohibit guinea hens (RSMo 442.404.5).

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

~~(C) — Abandoned Vehicle~~

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. ~~Temporary or ordinary~~No repair period shall ~~not~~ exceed sixty (60) days. ~~The fact that~~Any motor ~~vehicles of the type~~vehicle which ordinarily requires ~~licenses~~a license for legal operation on public highways ~~do not have affixed current licenses required by~~in the State of Missouri ~~for operation on public roadways~~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.

~~(D) — Parking~~

~~No vehicles,~~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. including but not limited to~~ 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, ~~dumpster or Portable Storage Unit (such as a PODS©). may be parked on Association roads adjacent to lot owners' property for no more than 72 consecutive hours. No vehicle shall impede passage of PLE roads. The Association's roads are narrow, so any car or vehicle parked on the Association's roads creates a safety concern and may prevent emergency vehicles from passing. An Owner may park a derelict, abandoned, unlicensed vehicle or a commercial vehicle or a camper, mobile home, recreational vehicle, trailer, boat or boat trailer on his~~ 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 ~~his~~their Lot without the prior written consent of the Board. ~~However, the following exceptions to this provision are as follows~~Notwithstanding the foregoing, Owners may park:

- (a) ~~(i) Parking along~~Along the edge of the road in front of the PLE office ~~is permitted~~ while tending to Association matters, so long as the roadway is not blocked to thru traffic or emergency vehicles; and

- (b) ~~(ii) Parking along~~Along the edge of the road at the beach area and/or along the edge of Boat Dock Lane ~~is allowed~~, 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:

~~(E) — All-Terrain and Off-Road Vehicles~~

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

- (a) ~~i.~~A valid PLE registration sticker is displayed on the vehicle.;
- (b) ~~ii.~~The vehicle has in full force and effect the minimum liability insurance required by the State of Missouri for the operation of ~~motor vehicles~~the vehicle on a public roadway ~~with regard to the operation of the said vehicle.;~~ and
- (c) ~~iii.~~The operator ~~shall abide~~abides by Missouri law while operating the vehicle.

~~(F) — Watercraft~~

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 ~~Pinnacle Lake~~the lake unless:

- (a) ~~(a)~~A valid PLE registration sticker is displayed on the watercraft.;
- (b) ~~(b)~~The watercraft has in full force and effect liability insurance of at least \$25,00025,000.00 at all times. ~~the minimum liability insurance required by the State of Missouri and at least \$50,000.00 at all times.;~~
- (c) ~~(c)~~The operator ~~shall abide~~abides by Missouri law and the PLE Rules &and Regulations ~~as well as~~ while Missouri law when operating the watercraft.
- (d) ~~(d)~~SpecialUnder special circumstances ~~and exceptions require, the operator has received the~~ prior written consent ~~from~~of the Board ~~of Trustees.~~
- ~~ii. The maximum size of boat motors is 60 horsepower and personal watercraft motors is 55 horsepower.~~
- ~~iii. Boat docks~~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.<sup>11</sup>

~~(G) — Living in an RV~~

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

~~(H) — Sanitary Facilities~~

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

~~ii.~~ **13.11 Septic system** System. All septic systems must meet the Missouri Clean Water Commission requirements. ~~(a) —~~ It is the ~~Lot~~ Owner’s responsibility to obtain ~~approval~~ all necessary approvals from the ~~County or Counties~~ Counties of Montgomery and Warren and any applicable State agencies ~~on a septic system before~~ prior to construction ~~begins.~~ The ~~(b)~~ Owner shall consult with the Board ~~of Trustees~~ for additional Association requirements.

~~(I) — Obstructions.~~

**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.

~~(J) — Nuisances.~~

~~Each Owner~~ **13.13 Nuisances.** All Owners shall conduct themselves (and ensure their occupants and guests conduct themselves) in such a way ~~during activities in any Lot or in the Common Ground without creating~~ as to avoid any noxious or offensive conditions, ~~nor~~ and nothing shall ~~anything~~ be done which will become an annoyance or a nuisance to other Owners or occupants. No Owner shall permit ~~anything to~~ anything to be done or kept in ~~his~~ 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

<sup>11</sup> 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.

any nuisance or illegal act on his~~their~~ Lot or ~~Residence or~~ upon the Common Ground.

~~(K)~~—**13.14 Abusive Behavior.**

All Owners shall treat each other in a respectful manner ~~so as to not~~, and shall avoid the use of verbal or the display of written forms of profanity, ~~nor be~~. No abusive, harassing, intimidating or ~~act in an~~ aggressive ~~manner~~act or behavior shall be directed at other Owners ~~or their~~, occupants, guests, or invitees ~~or~~, the Trustees, or ~~directed at~~ management ~~or~~, its agents ~~or~~, employees, ~~or~~ contractors or vendors.

~~(L)~~—**No Unlawful Use.**

**13.15 No Unlawful Use.** No portion of the Property shall be used for any purpose prohibited by any applicable law or Ordinance.

~~(M)~~—**13.16 Hazardous Materials.**

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

~~(N)~~—**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.

~~(O)~~—**Technological Advances.**

**13.18 Technological Advances.** The Board may adopt reasonable ~~rules and regulations to ensure the privacy of members~~ regarding technology pursuant to the Board's sole discretion as technology continues to evolve. ~~This includes but is not limited to the use of drones and the installation and use of~~ Rules and Regulations for the use of technology (including drones and security cameras ~~at PLE owned assets, IE. But not limited to: office, outside bathhouse, gates, guard stations, and boat dock)~~ on the Property to ensure privacy. Drones and security cameras may never be used ~~by~~ on the ~~Association, a Lot Owner, guest, etc.~~ Property to invade the privacy of ~~another~~ 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

~~15.~~14.1 These ~~Restrictions are covenants running~~Covenants shall run with the land and are enforceable in their entirety by the Association through its Board ~~of Trustees.~~ These ~~Restrictions~~Covenants and all Governing Documents shall be binding on all ~~Lot~~ Owners, ~~and~~ their families, occupants, tenants, guests, invitees, and mortgagees, as well as any ~~person~~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~~Person. All provisions of the Governing Documents recorded in the ~~Office of Recorder~~Offices of the Recorders of Deeds ~~of~~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.

~~16.~~14.2 If any ~~Owners of any Lots, or his or her families~~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 ~~or Person(s) owning any real estate situated in the Property,~~ to bring a proceeding at law or ~~inequity~~in equity against the ~~Owner(s), Person or persons~~ violating, or attempting to violate any such conditions or restrictions, and to prevent ~~him, or them,~~such Person from such violations.

~~17.~~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.

~~18.~~ ~~The Restrictions~~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.



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

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

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

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

By: Carlene Lewis, President

[NO SEAL]

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

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_,  
~~2023~~2025 before me appeared

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

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

Notary Public

My Commission Expires:

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PINNACLE LAKE ESTATES**

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

<b>Summary report:</b>	
<b>Litera Compare for Word 11.9.1.1 Document comparison done on 4/18/2025 5:34:37 PM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> nd://4935-1840-8242/1/Amended and Restated Covenants.docx	
<b>Modified DMS:</b> nd://4935-1840-8242/2/Amended and Restated Covenants.docx	
<b>Changes:</b>	
<u>Add</u>	574
<del>Delete</del>	519
<del>Move From</del>	0
<u>Move To</u>	0
<u>Table Insert</u>	0
<del>Table Delete</del>	0
<u>Table moves to</u>	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>1093</b>