

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CERTIFICATE OF INCORPORATION

WHEREAS, Articles of Incorporation of

Breckenridge Park Homeowners' Association
N000707219

have been received and filed in the Office of the Secretary of State, which Articles, in all respects, comply with the requirements of Missouri Nonprofit Corporation Law;

NOW, THEREFORE, I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do hereby certify and declare this entity a body corporate, duly organized this date and that it is entitled to all rights and privileges granted corporations organized under the Missouri Nonprofit Corporation Law.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 9th day of January, 2018.


Secretary of State



**BYLAWS
OF
BRECKENRIDGE PARK HOMEOWNERS ASSOCIATION, INC.**

ARTICLE I

Name and Location

The name of the corporation is Breckenridge Park Homeowners Association, Inc., hereinafter referred to as “the Association.” The principal office of the corporation shall be located in Boone County, Missouri, or at such other place as the Association’s Board of Directors shall from time to time designate.

ARTICLE II

Definitions

The following terms shall have the following meanings when used in these Bylaws.

- Section 1.** General Definitions. “Declaration” means the Breckenridge Park Declaration of Restrictions applicable to all Lots shown on the Plat of Breckenridge Plat 1, as shown by the plat thereof recorded in Plat Book 51, Page 80, of the Records of Boone County, Missouri, made by Tompkins Homes and Development, Inc., a Missouri corporation (“the Developer”), recorded in Book 4819 at Page 147 of the Records of Boone County, Missouri, together with all future plats of Breckenridge Plat that are annexed into the Declaration.
- Section 2.** Other Definitions. Unless it is plainly evidenced from the context that a different meaning is intended, all other terms used herein shall have the same meaning as they are defined to have in the Declaration.

ARTICLE III

Membership in the Association

Every Owner shall be a member of the Association, shall be subject to the jurisdiction of the Association, shall be subject to assessments levied by the Association under the provisions of the Declaration, and shall be entitled to all rights and provisions of membership in the Association. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation as members of the Association. There shall be one (1) membership in the Association appurtenant to the ownership of any Lot which is subject to assessment by the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of a Lot shall be the sole qualification for membership in the Association. Membership in the Association cannot, under any circumstances, be partitioned or separated from ownership of a Lot subject to the jurisdiction of the Association. Any covenant or agreement to the contrary shall be null and void. No Owner shall execute any deed, lease, mortgage, or other instrument affecting title to his Lot ownership without including therein both his interest in the Lot and his corresponding membership in the Association, it being the intention thereof to prevent any severance of such combined ownership. Any such deed, lease, mortgage, or instrument purporting to affect the one without including also the other, shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

ARTICLE IV

Voting Rights

The Association shall have one (1) class of voting membership. The qualifications for membership, and the identities of the members, and the nature and extent of the voting rights of the members shall be as specified in the Declaration.

ARTICLE V

Membership Meetings

- Section 1.** Place of Meetings. Meetings of the membership shall be held at the principal office or place of business of the corporation, or at such other suitable place convenient to the membership as may be designated by the Board of Directors.
- Section 2.** Annual Meetings. The first annual meeting of the members of the Association shall be held at any location within Columbia, Missouri selected by the Board, within 365 days following the formation of the Association. Thereafter, the annual meetings of the members of the Association shall be held within 180 days following the close of each calendar year.
- Section 3.** Special Meetings. Special meetings of the membership may be called at any time for the purpose of considering matters which, by the terms of the Declaration, or by the terms of the Association's Articles of Incorporation, or by the terms of these Bylaws, require the approval of some or all of the members, or for any other reasonable purpose. Said meeting shall be called by a written notice, authorized by a majority of the Board of Directors, or upon a petition signed by twenty percent (20%) of the members of the Association having been presented to the Association's Secretary. The notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the members of each class present, either in person or by proxy.
- Section 4.** Notice of Meetings. Except when otherwise provided by the Declaration and except when notice is waived as hereinafter provided, written or printed notice of any annual or special meeting of the members shall be sent by the Secretary of the corporation to all members by mailing the same, postage prepaid, at least ten (10) days and not more than forty (40) days prior to the meeting, addressed to the members at their respective addresses as recorded upon the membership books of the Association. Notice may also be accomplished by service of same upon the member at his Lot or last known address. Notice by either such method shall be considered as notice served. Any notice shall state the place, day, and hour of the meeting and the purpose or purposes for which it is called. No notice of any annual or special meeting of the members is required if all members file with the records of the meeting written waivers of such notice. In the absence or disability of the Secretary, notice as provided for in this Section may be sent out by any such officer as may be designated by the Board of Directors.

Section 5. Waiver of Notice. Any member may waive notice of any membership meeting, either in writing or by telegram, signed by the member whether such member attends the meeting or not. The presence of a member at any membership meeting shall be deemed to constitute a waiver by the member of notice to the meeting unless such member attends for the express purpose of objecting to the transaction of business at the meeting.

Section 6. Quorum. The presence of twenty percent (20%) of the members of the Association, either in person or by proxy, shall constitute a quorum for the transacting of business at all meetings of the members, unless a greater quorum is required for the transaction of the particular business by the Declaration. Unless otherwise specified by these Bylaws or the Declaration, or by the Association's Articles of Incorporation, or by law, decisions at membership meetings shall be by the majority vote of the members present. If a quorum is not present, a majority of the members present can adjourn the meeting to another date and time not less than forty-eight (48) hours from the time the original meeting was called, unless otherwise required by the Declaration at which time the quorum requirement shall be reduced by one-half (1/2). No notice of such date and time shall be required.

Section 7. Proxies. A member may appoint any other member or the Developer or the manager or managing agent of the Association, if any, as his proxy. In no case may any member (except the Developer or the manager or managing agent, if any) cast more than one (1) vote by proxy. Any proxy must be filed with the Secretary of the Association before the appointed time of each meeting. Unless limited by its terms, any proxy shall continue until revoked by a written notice of revocation filed with the Secretary of the Association or by the death of the member.

Section 8. Meetings, Convened, How. Every meeting of the members, for whatever purpose, shall be convened and chaired by the Association's President, if he be present, otherwise by the Vice President, or in his absence or refusal to act by persons selected by the Board of Directors.

Section 9. Order of Business. The order of the business at all annual meetings of the members shall be as follows:

- (a) Roll call and certification of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers, if any.
- (e) Reports of committees, if any.
- (f) Election of inspectors in election.
- (g) Election of directors.

- (h) Unfinished business.
- (i) New business.

In the case of special meetings, items (a) through (d) shall be applicable and thereafter the agenda shall consist of the terms specified in the notice of the meetings.

ARTICLE VI

Directors

Section 1. Number and Classification. The members of the Board of Directors shall be three (3) in number who shall be natural persons. Until such time as is designated in the Declaration, the Developer shall retain the right to appoint all three (3) members of the Board of Directors as provided for in the Declaration and the remaining Directors shall be elected by the members. Thereafter the members of the Board of Directors shall be elected by the members of the Corporation according to the following provisions of these By-Laws.

Section 2. Nominating Procedure. The President of the Board of Directors shall select a nominating committee of two persons, which will make nominations of persons to serve as Directors for the coming year at the annual meeting of the Association. Such nominating committee shall consist of the President and one other person selected by the President. Members of the nominating committee may also be members of the Board of Directors of the Association. Members of the corporation shall have the privilege of making additional nominations from the floor at the annual meeting. The nominating committee shall make all reasonable attempts to secure suggestions for nominations from all interested persons.

Section 3. Vacancies. The Board shall fill vacancies in its membership occurring between elections. A Board member, who is absent without sufficient cause (such sufficient cause being determined within the sole and absolute discretion of the remaining members of the Board by the majority vote thereof) from three (3) consecutive meetings of the Board may, at the option of the remaining members of the Board, be considered to have resigned, and such vacancies shall be filled by the unanimous vote of the remaining members of the Board; provided, however, that before such option is exercised by the Board, such member shall be given at least eight (8) days written notice that the exercising of such option is an issue to be placed before the Board so that such Board member shall have ample opportunity to appear before the Board to explain his absence from the meeting of the Board. For purposes of determining whether or not to exercise such option, the size of the Board of Directors shall be deemed to be reduced by one.

- Section 4.** Management. The Board of Directors shall, if it in its sole and absolute discretion deems it advisable to do so, employ for the Association, a professional manager, management firm, or managing agent, at a rate of compensation to be established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize, including, but not necessarily limited to those duties and services specified by Section 18 of the Declaration. The employment of such a manager, management firm, or managing agent shall be upon such terms and conditions as the Association's Board of Directors shall, in its sole and absolute discretion, elect.
- Section 5.** Term of Office. At the first annual meeting of the members, the term of the office of one Director (the Director receiving the greatest number of votes) shall be fixed for three years. The term of the office of one Director (the Director receiving the second greatest number of votes) shall be fixed at two years. The term of the office for the remaining Director shall be fixed at one year. Thereafter, any additional Directors elected shall be elected for a term of three years. At the expiration of the term of office each respective Director, his or her successor shall be elected to serve a term of three years. The Directors shall hold office until their successors have been elected and hold their first meeting.
- Section 6.** Termination of Directorship. The term of any Director who becomes more than thirty (30) days delinquent in the payment of any assessments and/or carrying charges shall be automatically terminated and the remaining Directors shall appoint his successor as provided in Section 3 of this Article.
- Section 7.** Compensation. Directors, as such, shall not receive any stated compensation or salaries for their services as Directors.
- Section 8.** Organization Meeting. The first meeting of the newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors are elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board of Directors shall be present.
- Section 9.** Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two (2) of such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least six (6) days prior to the day named for such meeting.

- Section 10.** Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone, or telegraph, which notice shall state the time, place (as hereinabove provided), and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least one (1) Director.
- Section 11.** Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time, place, and purpose thereof. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.
- Section 12.** Quorum. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.
- Section 13.** Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.
- Section 14.** Fidelity Bonds and Officers and Directors Insurance. The Board of Directors shall, if it in its discretion deems it appropriate to do so, require that all officers and employees of the Association handling or responsible for corporate or trust funds shall furnish adequate fidelity bonds and may purchase officers and Directors liability insurance. The premiums on such bonds and insurance shall be paid by the Association.
- Section 15.** Powers and Duties. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law, or by the Declaration or by these Bylaws directed to be exercised and done by the members of the Association. The property and affairs of the Association shall be controlled and managed by the Board of Directors, which shall exercise all powers of the Association not

reserved by these Bylaws or by the Declaration or Articles of Incorporation to the members. The Association's Board of Directors shall have authority to employ, discharge, and determine the compensation of such management personnel, management firm, managing agent, professional management, and employees as in its opinion are needed to do the work of the Association. The Board shall have the power to enter into agreements with other home owners associations in nearby neighborhoods relating to the maintenance of common areas and collective assessments to maintain the same, and to jointly bear the expense of enforcement of covenants and restriction applicable to lots in such neighborhoods. The Board of Directors shall make such rules as in its judgment are necessary concerning the receiving, banking, and disbursing of funds, and the handling of any other business of the Association; provided, however, that such rules shall not be inconsistent with any of the provisions of these Bylaws, the Declaration, or the Association's Articles of Incorporation. The Board of Directors shall also be responsible for arranging the annual auditing of all accounts of the Association. The Board of Directors shall have the duty and responsibility to see to it that the Association does all that is required of it to discharge its duties to the Association's members as specified by the Declaration, and particularly shall see to it that the Association provides for those services and other items required of it by the Declaration.

Section 16. Assessment. In addition to its powers and duties as provided for by the above provisions of these Bylaws, the Association's Board of Directors shall have the duty and responsibility to levy, collect, and enforce those annual and special assessments provided for by the Declaration. The terms and conditions of the Declaration dealing with such assessments are incorporated herein by reference.

ARTICLE VII

Officers

- Section 1.** Number. The officers of the Association shall consist of a President, a Secretary, and a Treasurer. The Board of Directors may, if it, in its sole and absolute discretion determines appropriate, also choose and appoint a Vice President, as it may deem necessary from time to time. Any person may hold more than one of such offices, with the exception of the offices of President and Secretary, which must be filled by different individuals. Such officers shall be selected by the Board of Directors at the organizational meeting of the Board of Directors following the annual meeting of the members of the Association.
- Section 2.** Term. The officers shall hold office at the pleasure of the Board of Directors, for a period of one (1) year from the date of their respective elections, and until their successors are duly elected and qualified.
- Section 3.** Vacancies. A vacancy in any office for any reason shall be filled by the Board of Directors at any meeting for the unexpired portion of the term.

ARTICLE VIII

Duties of Officers

- Section 1.** General Powers. The officers of the Association shall have such power and authority in the control and management of the property and business of the Association as is usual and proper in the case of, and incident to, such corporate officers, except insofar as such power and authority is limited by these Bylaws, or by resolution of the Board of Directors.
- Section 2.** President. The President shall be the principal officer of the Association, and shall, in general, control and manage the property and affairs of the Association. He shall preside at all meetings of the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors from time to time. He shall sign all notes, agreements, conveyances, or other instruments in writing made and entered into for or on behalf of the Association. He shall have all the general powers and duties which are usually vested in the office of President of a corporation, including but not limited to the power to appoint committees from time to time among the membership of the Association as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Association.

Section 3. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent and unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 4. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have custody of the seal of the Association; he shall have charge of the membership transfer books and of such other books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 5. Treasurer. The Treasurer shall have responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors.

Section 6. Compensation of Officers. No officer shall receive any salary or other compensation for services rendered to the Association in his capacity as an officer of the Association. No remuneration shall be paid to any officer for services performed by him for the Association in any other capacity unless a resolution authorizing such remuneration shall have been adopted by the Board of Directors before the services are undertaken.

ARTICLE IX

Liability and Indemnification of Officers and Directors

The officers and directors of the Corporation shall be entitled to indemnification in accordance with the following provisions of this Article IX:

Section 1. Liability and Indemnification of Officers and Directors. The Association shall indemnify (to the maximum extent permitted by the law of Missouri) every officer and director of the Association, against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including the settlement of

any such suit or proceeding if approved by the then Board of Directors of the Association) to which he may be made a party by reason of being or having been an officer or director of the Association whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors of the Association shall not be liable to the members of the Association for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association or the Development (except to the extent that such officers or directors may also be Owners of Lots) and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right of indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the Association, or former officer or directors of the Association may be entitled.

Section 2. Common or Interested Directors. The Directors shall exercise their powers and duties in good faith and with a view of the interests of the Association. No contract or other transaction between the Association and one or more of its Directors, or between the Association and any corporation, firm, or association (including the Developer) in which one or more of the Directors of the Association are Directors or officers or are pecuniarily or otherwise interested, is either void or voidable because such Director or Directors are present at the meeting of the Board of Directors or any committee therefor which authorizes or approves the contract or transaction, or because of his or their votes as counted for such purpose, if any of the conditions specified in any of the following subparagraphs exist:

(a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes, and the Board authorizes, approves, or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or

(b) The fact of the common directorate or interest is disclosed or known to the members, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

(c) The contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved, or executed.

Common or interested Directors may be counted in determining the presence of a quorum at any meeting of the Board of Directors or committee thereof which authorized, approves, or ratifies any contract or transaction, and

may vote thereafter to authorize any contract or transaction with like force and effect as if he were not such Director or officer of such other corporation or not so interested.

ARTICLE X

Management

- Section 1.** Management. The Association, by and through its Board of Directors, shall manage, operate, and maintain, the Development, and for the benefit of the Lots and the owners thereof, and residents of the Development, shall enforce the provisions of the Declaration and of these Bylaws, and may pay out of the Association's general funds, collected by the Association as provided for in the Declaration, for those articles, items, duties, and services to be supplied and performed by the Association under the terms of the Declaration.
- Section 2.** Manager or Managing Agent. The Association, by and through its Board of Directors, may delegate any of its duties, powers, or functions to a manager or managing agent, provided that such delegation shall be revocable upon no more than six (6) months written notice. The Association, and its officers, and its Board of Directors shall not be liable for any omission or improper exercise by the manager or managing agent of any such duty, power, or function so delegated.
- Section 3.** Duty to Maintain. Except for the maintenance requirements imposed by these Bylaws and the Declaration upon the Association, if any, the Owner of any Lot shall, at his own expense, maintain the interior of the building located on his Lot and any and all equipment, appliances, or fixtures therein situated, and its other appurtenances (including without limitation any balcony, deck, terrace, porch, or patio appurtenant to such Lot) in good order, condition, and repair, and in a clean and sanitary condition and shall do all redecorating, painting, and the like which may at any time be necessary to maintain the good appearance of his Lot, the building located thereon, and any such appurtenances. In addition to the foregoing, the Owner of any Lot shall, at his own expense, maintain, repair, or replace all improvements located on his Lot so as to maintain same in a clean, neat, safe, sanitary, and attractive condition.
- Section 4.** Access at Reasonable Times. For the purposes of discharging its duties and responsibilities as provided by these Bylaws and the Declaration, or in the event of a bona fide emergency involving illness or potential danger to life or property, the Association, through its duly authorized agents, Directors, or employees, shall have the right, after reasonable efforts to give notice to the Lot Owner, to enter

into any Lot and the building located thereon at any hour considered to be reasonable under the circumstances.

Section 5. Limitation of Liability. The Association, and its Directors, and its officers, shall not be liable for any failure of water supply or other services to be obtained by the Association or paid for out of the maintenance fund established by the Declaration, or for injury or damage to person or property caused by the elements or by the Owner of any Lot, or any other person, or resulting from electricity, water, snow, or ice which may leak or flow from any portion of the Common Areas or from any pipe, drain, conduit, appliance, or equipment. The Association shall not be liable to the Owner of any Lot for loss or damage by theft or otherwise of articles which may be stored upon any of the Common Areas. No diminution or abatement of maintenance fund assessments as provided for by the Declaration shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Areas, or the Lots or the buildings located thereon, or from any action taken by the Association to comply with any law, ordinance, or with the order or directive of any municipal or other governmental authority.

ARTICLE XI

Assessments

Section 1. Annual and Special Assessments. The Association shall be entitled and required to assess and to receive, and the Association's members and the Lots shall be liable and responsible for paying, those annual and special assessments provided for by the Declaration, which shall be levied, assessed, and collected as provided for by the Declaration and the above provisions of these Bylaws

ARTICLE XII

Use Restrictions

The Lots and the Property shall be subject to those use restrictions set forth by the Declaration, and to those architectural controls imposed by the Declaration.

ARTICLE XIII

General


- Section 1.** Fiscal Year. The fiscal year of the Association shall begin on January 1 of each year, and shall end on December 31 of each year. The commencement and ending dates of the fiscal year herein established shall be subject to change by the Board of Directors should corporate practice reasonably dictate that such change be made.
- Section 2.** Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Treasurer, in accordance with good accounting principals and bookkeeping principals, consistently applied. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures affecting the Development and its administration and shall specify the maintenance and repair expenses of the general and limited Common Elements and services and any other expenses incurred. That amount of any assessment required for payment on any capital expenditures of the Association shall be credited upon the books of the Association to the “Paid-in-Surplus” account as a capital contribution by the members.
- Section 3.** Auditing. At the request of any member of the Board of Directors, the books and records of the Association shall be audited, either by an independent Certified Public Accountant, or by an audit committee appointed by the Board of Directors, as the Board of Directors, in its discretion, shall deem appropriate.
- Section 4.** Inspection of Books. The books and accounts of the Association and vouchers accrediting the entries made thereupon, shall be available for examination by the members of the Association, and/or their duly authorized agents or attorneys during normal business hours and for purposes reasonably related to their interests as members.
- Section 5.** Execution of Corporate Documents. With the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of the Association by either the President or Vice President and by the Secretary, and all checks shall be executed on behalf of the Association by such officers, agents, or other persons as are from time to time so authorized by the Board of Directors.
- Section 6.** Seal. The Board of Directors may, if it in its discretion deems it appropriate, provide a corporate seal containing the name of the Association, which seal shall be in the charge of the Secretary. If so directed by the Board of Directors, a duplicate seal may be kept and used by the Treasurer or any assistant secretary or assistant treasurer.

ARTICLE XIV

Amendment

Those provisions of these Bylaws which also appear in the Declaration may be amended only in that manner provided for the amendment of the Declaration by the Declaration. The remaining provisions of these Bylaws may be amended by the affirmative vote of sixty percent (60%) of the members present at any meeting of the members at which a quorum is present, and which is duly called for such purpose. Amendments may be proposed by the Board of Directors or by a petition signed by members representing at least one-third (1/3) of the voting members. A description of any proposed amendment of these Bylaws or the Declaration shall accompany the notice of any regular or special meeting at which such proposed amendment is to be voted upon.

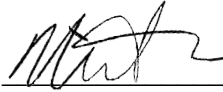
Adopted as the Bylaws of Breckenridge Park Homeowners Association, Inc. by resolution of the Board of Directors on the 31 day of January, 2018.



Mike Tompkins, Tompkins Homes & Development, Inc.

APPROVAL OF BYLAWS

We, the undersigned directors, being all of the members of the first Board of Directors of Breckenridge Park Homeowners Association, Inc. hereby approve of, and adopt the foregoing Bylaws, as being the Bylaws of the Association.



Mike Tompkins, Tompkins Homes & Development, Inc.

Being all of the Members of the Board of Directors