

BYLAWS OF THE BRISTOL PARK COMMUNITY ASSOCIATION, INC.

ARTICLE I

1. Name and Location. The name of the corporation is The Bristol Park Community Association, Inc. (the "Association"). The principal office of the Association shall be located at 2068 N. Farm Road 227, Strafford, Greene County, Missouri 65757, but meetings of the Members and Directors of the Association may be held at such places within the State of Missouri as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

2.1 "Association" shall mean and refer to The Bristol Park Community Association, Inc., a Missouri not for profit corporation, its successors and assigns.

2.2 "Board" shall mean and refer to the Board of Directors of the Association elected as herein provided.

2.3 "Common Area" shall have the meaning set forth in the definition of Common Area in the Declaration.

2.4 "Declarant" shall mean Bristol Park, LLC, a Missouri limited liability company, successor to the Declarant's rights of Scarlett Investments, LLC, a Missouri limited liability company, under the provisions of the Declaration, and Declarant's heirs, successors and assigns provided such successors or assigns acquire more than one undeveloped Lot from Declarant for the purpose of development and provided further that the rights of Declarant set forth herein are expressly assigned in writing by Declarant to such successor or assign.

2.5 "Declaration" shall mean and refer to the Declaration of Covenants, Conditions And Restrictions of Bristol Park, a subdivision in Greene County, Missouri, recorded in Book 2008 at Page 038529-08 in the Office of the Recorder of Deeds for Greene County, Missouri, as the same may be amended from time to time.

2.6 "Director" shall mean and refer to those persons elected to serve as a Director of the Association as provided herein.

2.7 "Lot" shall mean those tracts of land separately depicted, labeled and designated as Lots 1 through 41, inclusive, on the Plat.

2.8 "Member" shall mean and refer to those persons entitled to the membership in the Association as provided in these Bylaws and/or the Declaration.

2.9 “Owner” shall have the meaning set forth in the definition of Owner in the Declaration.

2.10 “Plat” shall mean the Final Plat of Bristol Park Subdivision, a Subdivision in Greene County, Missouri, recorded in the Office of the Recorder of Deeds for Greene County, Missouri, as the same may be amended from time to time.

2.11 “Subdivision” shall mean all of the real property shown and described in the Plat, including all Lots and Common Areas, and all improvements constructed thereon.

2.12 “Villas Lot” shall mean any of Lots 1 through 18 as shown, labeled, designated and depicted on the Plat.

Additional terms which are capitalized set forth herein shall have the meaning as defined herein or the meaning set forth in the Declaration.

ARTICLE III

VOTING RIGHTS

3.1 Membership Classes. The Association shall consist of two classes of voting Members in the respect set forth below and in Article III, Section 2 of the Declaration. So long as there are two classes of Members, all matters submitted to the Members for voting as provided or required herein shall be decided by a majority of the total votes cast by the two classes of Members combined.

3.2 Class A Members. The membership of Class A Members shall consist of all Owners except the Declarant, and each Class A Member shall be entitled to one vote for each Lot owned, provided there shall not be under any circumstances more than one vote per Lot. When more than one person holds an interest in a given Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they may determine between or among themselves. In the event there is more than one Owner of a particular Lot and such Owners cannot agree on the vote to be made with respect to such Lot, the vote of such Lot shall not be counted on the matter then being submitted to a vote of the Members.

3.3 Class B Member. The Class B Member shall be the Declarant and its successors and assigns. The Class B Member shall be entitled to exercise three (3) votes for each Lot owned by it until the earlier of: (a) the seventh anniversary of the date of the Declaration (such anniversary date being August 25, 2015); or (b) such time as the total number of votes entitled to be cast by the Class A Members equals or exceeds the total number of votes to be cast by the Class B Member. Upon the occurrence of either of the events set forth in the preceding clause (a) or (b), the Class B membership shall be converted to Class A membership with respect to the remaining Lots then still owned by

Declarant, provided, however, the Class B membership shall be subject to being revived in accordance with the provisions of Article III, Section 2 of the Declaration.

ARTICLE IV

MEETING OF MEMBERS

4.1 Annual Meeting. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent annual meeting of the Members shall be held on the same day of the same month of each year thereafter, or on such other date within that month as the Board may establish by notice to the Members. If the day of the annual meeting is a legal holiday, the meeting will be held at the same day on the first day following which is not a legal holiday. The Members may establish a different date for the annual meeting by a resolution for the amendment of these Bylaws to that effect.

4.2 Special Meeting. Special meetings of the Members may be called at any time by the President of the Association or by the Board of Directors, or upon the written request of the Members who are entitled to vote twenty-five percent (25%) or more of all of the votes of the Membership.

4.3 Notice of Meeting Written notice of each meeting of the Members shall be given by, or at the direction of the Secretary of the Association or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days and no more than sixty (60) days prior to the date of such meeting to each Member entitled to vote thereat, addressed to the Members' respective addresses last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notices. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

4.4 Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, ten percent (10%) of the votes of each class of Membership shall constitute a quorum for any purpose except as otherwise provided in the Articles of Incorporation of the Association, the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum of aforesaid shall be present or shall be represented by proxy. If a quorum is present, the affirmative vote of the majority of the voted entitled to be cast by the Members represented at the meeting shall be the act of the Members, unless the vote of a greater number or voting by class is required by the General Not-for-Profit Corporation Act of Missouri (the "Act"), the Articles of Incorporation of the Association or these Bylaws, in which event the greater number so required shall be the act of the Members.

4.5 Proxies. At all meetings of the Members, each Member may vote in person or proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease upon the conveyance by the Member granting such proxy of such Member's Lot.

4.6 Action By Written Consent. Any action to be approved by the Members may be approved without a meeting of the Members if the action is approved by Members holding at least eighty percent (80%) of the voting power of the Association as provided for herein. The action must be evidenced by one or more written consents describing the action taken, signed by those Members representing at least eighty percent (80%) of the voting power, and delivered to the Secretary of the Association for inclusion in the minutes or filing with the Association's records. A consent signed by a Member as provided for herein shall have the effect of a vote at a meeting properly called and convened under these Bylaws.

ARTICLE V

BOARD OF DIRECTORS

5.1 Membership Of Board. The affairs of the Association shall be managed by a Board of three (3) Directors appointed by the Declarant within thirty (30) days of the date of these Bylaws (the "Initial Board"), and thereafter by a Board of three (3) Directors who shall be elected by the Members as provided for herein. The Initial Board need not be Members but each Board thereafter shall be composed only of Members, provided, however, that at least one Owner of a Villas Lot shall be one of the three (3) members of the Board unless no Owner of a Villas Lot elected by the Members is willing to serve on the Board, in which event such position may be filled by any Member elected by the Members of the Association. In the event the Members shall fail to elect a Board before the expiration of the term of the Initial Board or the then existing Board, the Initial Board or the then existing Board shall continue in office until such time as the Members shall elect a Board or the Declarant shall appoint the three (3) Members for the Board, whichever shall first occur.

5.2 Term Of Office. The Initial Board shall serve for a period of one (1) year from the date of their appointment by the Declarant. Thereafter, each Board member shall serve a term of one (1) year.

5.3 Removal and Replacement. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association, other than the Initial Board. In the event of the death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

5.4 Compensation. No Director shall receive compensation for any service he or she may render to the Association, however, any Director may be reimbursed for his actual expenses incurred in the performance of his or her duties.

5.5 Action Taken Without Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE VI

NOMINATION AND ELECTION OF DIRECTORS (OTHER THAN INITIAL BOARD)

6.1 Nomination. Nominations of Members for the Board may be made from the floor at the annual meeting or at a special meeting called for such purpose.

6.2 Election. Election to the Board shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and these Bylaws. The person receiving the largest number of votes shall be elected, subject to the requirement that at least one Owner of a Villas Lot shall be a Member of the Board unless no such Owner is willing or able to serve. Cumulative voting is not permitted.

ARTICLE VII

MEETINGS OF DIRECTORS

7.1 Regular Meeting. Regular meetings of the Board shall be held monthly without notices, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held as the same time on the next day which is not a legal holiday.

7.2 Special Meeting. Special meetings of the Board shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days notice to each Director.

7.3 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present as a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

8.1 Powers. The Board shall have the power to:

- (a) adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights, the services provided by or through the Association, and the right to use any Common Areas of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 90 days for the infraction of published rules and regulations.
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;
- (d) declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and
- (f) perform such other acts as may be necessary for the maintenance, operation and preservation of the Association's property and assets, including but not limited to the Common Areas.

8.2 Duties. It shall be the duty of the Board to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by twenty-five percent (25%) of the Members who are entitled to vote
- (b) supervise all officers, agents and employees of the Association, and to see that their duties are performed;
- (c) as more fully provided in the Declaration, to (i) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of such annual assessment period, (ii) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period, and (iii) foreclose the lien against any property for which assessments are not paid or to bring an action at law against the Owner obligated to pay the same and to take such other actions as the

Board may deem reasonable or necessary in its discretion in order to collect any assessments;

- (d) issue, or to cause an appropriate officer to issue, upon the request of any person, a written statement or certificate setting forth whether or not any assessments has been paid, provided a reasonable charge may be made by the Board for the issuance of such statement or certificate;
- (e) procure and maintain adequate liability and hazard insurance on the property owned by the Association;
- (f) require all officers or employees having fiscal responsibilities to be bonded as it may deem necessary or appropriate;
- (g) cause the Common Areas to be maintain in such manner as the Board shall deem appropriate.

ARTICLE IX

OFFICERS AND THEIR DUTIES

9.1 Enumeration Of Offices. The officers of the Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary/Treasurer, and such other officers as the Board may from time to time by resolution create.

9.2 Election Of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members, provided, however, the Initial Board shall appoint officers who shall serve until the Initial Board is replaced by the Member elected Board as set forth herein.

9.3 Term. The officers (other than those appointed by the Initial Board as set forth above) shall be elected annually by the Board and shall hold office for one (1) year unless he or she should earlier resign, or shall be removed, or otherwise disqualified or unable to serve.

9.4 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

9.5 Resignation And Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of such notice or at any later time specified therein, and unless otherwise

specified thereto, the acceptance of such resignation shall not be necessary to make it effective.

9.6 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

9.7 Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to this Article.

9.8 Duties. The duties of the offices are as follows

(a) President. The President shall preside at all meetings of the Board and Members, shall see that all orders and resolutions of the Board are carried out, and shall sign all agreements and instruments as authorized or approved by the Board.

(b) Vice-President. The Vice-President shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The Secretary shall record the notes and keep the minutes of all meetings and proceedings of the Board and of the Members, keep the corporate seal, if any, and affix it on all papers requiring said seal, serve notice of meetings of the Board and of the Members, keep appropriate records showing the Members of the Association together with their addresses, and shall perform other duties as required by the Board.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, shall disburse such funds as directed by resolution of the Board of Directors, shall sign all checks and promissory notes of the Association, keep proper books of account, cause a review of the books and records to be made by an Accountant on an annual basis who shall be selected by the Board, shall prepare an annual budget and an annual statement of income and expenditures to be provided to the Members at the annual meeting, and deliver copies of the same to the Members.

ARTICLE X

COMMITTEES

The Board (including the Initial Board) may appoint other committees as it may deem appropriate to carry out the purposes of the Association.

ARTICLE XI

BOOKS AND RECORDS

The books and records of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association.

ARTICLE XII

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are covered by a continuing lien upon the Lot against which the assessment is made. Any assessment is not paid within thirty (30) days after the date on which the same is due shall bear interest from the date of delinquency at the rate of nine percent (9%) per annum, and the Association, in addition to any other remedy available at law or under the Declaration or these Bylaws, may bring an action at law against the Owner responsible for the payment of such assessment or foreclose the lien against the Lot against which such assessment as made, or both, and shall also be entitled to recover in any such action all interest, costs and a reasonable attorney fees, all of which shall be added to the amount of such assessment. No Owner may avoid liability for the assessments provided for herein.

ARTICLE XIII

LIMITATION ON EXPENDITURES

Except with respect to its duties relating to the Common Areas, the Association shall not expend more money within any one year than the total amount of the assessments for that particular year, plus any surplus and available reserves which it may have on hand from prior years; nor shall the Association have the power to enter any contract which binds the Association to pay for any obligation out of the assessments for any future year, except for contracts for utilities, maintenance or similar services or matter to be performed for or received by the Association or its Members in subsequent years.

ARTICLE XIV

INDEMNIFICATION

14.1 Third Party Claims. The Association will indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or

completes action, suit or proceeding whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he or she is or was a Director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, limited liability company or other entity, against expenses, including attorney fees, judgments, claims, liabilities, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

14.2 Claims By The Association. The Association will indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a Director, officer, employee or agent of the Association or is or was serving at the request of the Association as a Director, officer, employer or agent of another corporation, limited liability company or entity against expenses, including attorneys' fees, claims liabilities, judgments and amounts paid in settlement, actually and reasonably incurred by him in connection with the defense or settlement of the action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for intentional misconduct in the performance of his or her duty to the Association.

14.3 Costs Of Litigation. To the extent that a Director, officer, employee or agent of the Association has been successful on the merits or is deemed the prevailing party in the defense of any action, suit or proceeding referred to in this Article, including but not limited to any claim or suit asserted by any other Member or by the Association, he or she shall be indemnified and shall be entitled to recover from the other party to such claim or suit his or her expenses, including but not limited to, attorneys' fees and related legal or litigation expenses actually incurred in connection with the action, suit or proceeding.

14.4 Board Determination. Any determination under this Article, unless ordered by a court, shall be made by the Board only as authorized in the specific case upon a determination that indemnification of the Director, officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in this Article. The determination shall be made by the Board by a majority vote of a quorum consisting of Directors who are not parties to the action, suit or proceeding,

or if such a quorum is not obtainable, or even if obtainable a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion or by the Members of the Association.

14.5 Advance Of Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of the action, suit or proceeding as authorized by the Board in the specific case upon the receipt of an undertaking by or on behalf of the Director, officer, employee or agent to repay such amount unless it shall be ultimately determined that he is entitled to be indemnified by the Association as authorized in this Article.

14.6 Additional Indemnity. The indemnification provided for in this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of the Members, or disinterested Directors, at law or in equity, or otherwise, both as to action in his or her official capacity and as to other action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person. The Association may give further indemnity, in addition to the indemnity authorized or contemplated under this Article, to any person who is or was a Director, officer, employee or agent of another corporation, limited liability company or other entity, provided such indemnity is (a) authorized, directed or provided for in these Bylaws or any duly adopted amendment hereof or (b) is authorized by a duly adopted resolution adopted and approved by all of the Directors, and provided that in either event no such indemnity shall indemnify any person from or on account of such person's conduct which is finally adjudged to constitute willful or intentional misconduct or fraudulent.

14.7 Insurance The Association may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Association, or is serving at the request of the Association as a Director, officer, employee or agent of another corporation, limited liability company or other entity against any liability asserted against him or her in any capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him or her against such liability or claims under the provisions of this Article.

ARTICLE XV

CORPORATE SEAL

The corporation may but shall not be required to have a seal. In the event the corporation elects to procure a seal, it shall be circular in form and shall be inscribed within the circle the words "The Bristol Park Community Association, Inc."

ARTICLE XVI

AMENDMENTS AND MISCELLANEOUS

16.1 Amendment. These Bylaws may be amended at a regular or special meeting of the Members by a vote of a majority of a quorum of Members present in person or by proxy, provided, however, that prior to the recording to the Certificate of Substantial Completion, these Bylaws may be amended by a resolution adopted by a majority of the Initial Board.

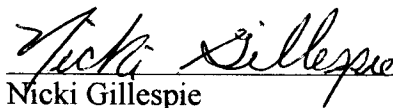
16.2 Conflicting Terms. In the event of any conflict between the provisions of these Bylaws and those set forth in the Articles of Incorporation of the Association, the Articles of Incorporation shall control and in the event of any conflict between the provisions of these Bylaws and the Declaration, the provisions of the Declaration shall control.

16.3 Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the thirty-first day of December of each year, provided that the first fiscal year shall begin on the date of incorporation of the Association.

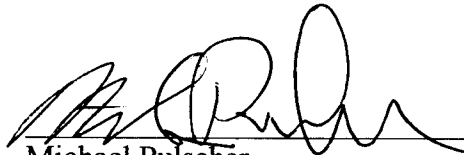
IN WITNESS WHEREOF, the undersigned, being all of the Initial Directors, have executed these Bylaws as of this 13 day of May, 2015.



Dale Gillespie



Nicki Gillespie



Michael Pulscher