

FILED EFFECTIVE

Articles of Amendment and Restatement  
to the  
Articles of Incorporation  
of  
Breckenridge Homeowners Association, Inc.

2018 JUL 25 AM 8:31  
SECRETARY OF STATE  
STATE OF IDAHO

BRECKENRIDGE HOMEOWNERS ASSOCIATION, INC., a non-profit corporation duly organized and existing under the laws of the State of Idaho, hereby amends and restates its Articles of Incorporation in accordance with the provisions of §§ 30-30-703, 30-30-705 and 30-30-706 of Idaho Statutes, as amended, as follows:

FIRST: The name of the corporation is Breckenridge Homeowners Association, Inc. (the "Association").

SECOND: The Articles of Incorporation of the Association are hereby amended and restated as set forth in the Amended and Restated Articles of Incorporation attached hereto as EXHIBIT ONE and incorporated herein by this reference.

THIRD: These Amended and Restated Articles of Incorporation were duly adopted by the Members of the Association on the 18<sup>th</sup> day of April, 2018.

FOURTH: The Association has a single class of voting membership Sixty-Seven (67) votes were entitled to be cast in relation to these Amended and Restated Articles of Incorporation. Forty-Seven (47) votes were cast in favor thereof, constituting in excess of sixty seven percent (67%) of the votes cast.

FIFTH: Certificate: Pursuant to Idaho Code § 30-30-706(8) it is hereby certified that this Restatement of the Articles of Incorporation of Breckenridge Homeowners Association, Inc., does contain amendments requiring approval by sixty seven percent (67%) of the Members and that said approval of the Members has been obtained as set out herein.

DATED the 5<sup>th</sup> day of July, 2018.

ATTEST:

Annette Tucker  
Annette Tucker, Secretary

BRECKENRIDGE HOMEOWNERS  
ASSOCIATION, INC.  
Tom Tucker  
Tom Tucker, President

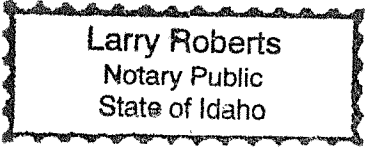
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C122556

STATE OF IDAHO )  
 :ss  
COUNTY OF TWIN FALLS )

On this 5 day of July 2018, before me, the undersigned a Notary Public, personally appeared TOM TUCKER, known or identified to me (or proved to me on the oath of \_\_\_\_\_) to be the President of the Breckenridge Homeowners Association, Inc. that that executed the instrument or the person who executed the instrument on behalf of Breckenridge Homeowners Association, Inc., and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

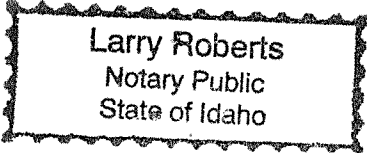


*Larry Roberts*  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at: Twin Falls, Idaho  
My Commission Expires on 6-30-21

STATE OF IDAHO )  
 :ss  
COUNTY OF TWIN FALLS )

On this 5 day of July 2018, before me, the undersigned Notary Public, , personally appeared ANNETTE TUCKER, known or identified to me (or proved to me on the oath of \_\_\_\_\_) to be the Secretary of the Breckenridge Homeowners Association, Inc. that that executed the instrument or the person who executed the instrument on behalf of Breckenridge Homeowners Association, Inc., and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



*Larry Roberts*  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at: Twin Falls, Idaho  
My Commission Expires on 6-30-21

**EXHIBIT ONE**

**Amended and Restated  
Articles of Incorporation  
of  
Breckenridge Homeowners Association, Inc.**

The Amended and Restated Articles of Incorporation of Breckenridge Homeowners Association, Inc. are as follows:

**ARTICLE I – NAME**

The name of the corporation is Breckenridge Homeowners Association, Inc. (the Association).

**ARTICLE II – DURATION**

The period of duration of the Association shall be perpetual.

**ARTICLE III – REGISTERED AGENT  
AND REGISTERED OFFICE**

The name of the initial registered agent and the address of the initial registered office of the Association are as follows:

<u>Name</u>	<u>Address</u>
Tom Tucker 148 Blue Lakes Blvd. North #305	Twin Falls, Idaho 83301

**ARTICLE IV – PURPOSES AND POWERS**

The Association does not contemplate pecuniary gain or profit to the Members (as defined in the Declaration) thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and control of the residential community known as Breckenridge (formerly known as “Breckenridge Estates”) within that certain tract of property described on EXHIBIT “A” attached hereto and incorporated herein by this reference, and to promote the health, safety and welfare of the Members and residents of Breckenridge. The Association shall:

*Section 4.1.* Exercise all of the powers and privileges to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions for Breckenridge Estates dated March 21, 1994, as amended (the “Declaration”), applicable to the property and recorded or to be recorded in the Office of the Twin Falls County Recorder, State of Idaho, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein by this reference;

**Section 4.2.** Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration of Covenants, Conditions and Restrictions for Breckenridge Homeowners Association, Inc., as amended, and the Idaho Nonprofit Corporation Act, as amended, to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association. Assessments may be secured by a lien upon the Property of the Owner in accordance with the terms and conditions of the Declaration.

**Section 4.3.** Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

**Section 4.4.** Borrow money, and (with the assent of sixty-seven percent (67%) of the Members), mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

**Section 4.5.** Dedicate, sell or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument has been signed by sixty-seven percent (67%) of the Members, agreeing to such dedication, sale or transfer;

**Section 4.6.** Participate in mergers and consolidations with other nonprofit corporations organized for the same purpose or annex additional residential property and common area, provided that any such merger, consolidation or annexation shall have the assent of sixty-seven percent (67%) of the Members; and

**Section 4.7.** Have and to exercise any and all powers, rights and privileges which a corporation organized under the Act by law may now or hereafter have or exercise.

## **ARTICLE V – MEMBERSHIP**

Every person or entity who is a record owner of a fee or undivided fee interest in any Residential Property (as defined in the Declaration) which is subject to the Declaration, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Residential Property which is subject to assessment by the Association.

## **ARTICLE VI – VOTING RIGHTS**

The Association shall have a single class of voting membership. Each Owner (as defined in the Declaration) shall be entitled to one vote for each Residential Property owned. When more than one person holds an interest in any single Residential Property, all persons shall be Members of the Association. The vote for such single Residential Property shall be exercised as

said Members shall determine, but in no event shall more than one vote be cast with respect to any single Residential Property. In the event that joint Owners are unable to agree as to how their vote or votes shall be cast in relation to a particular matter, said joint Owners shall lose their right to vote on such matter.

### ARTICLE VII – BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors (the “Board”) consisting of not less than three (3) nor more than ten (10) individuals and such officers as the Board may elect or appoint from time to time. Members of the Board need not necessarily be members of the Association. The number of Directors may be changed by amendment to the Bylaws of the Association. The names and addresses of the persons who are currently acting in the capacity of Directors of the Association, until their resignation or removal and the appointment of their successors, are as follows:

<u>Name</u>	<u>Address</u>
Tom Tucker	822 Canyon Park Avenue Twin Falls, ID 83301
Donna Mahoney	798 Canyon Park Avenue Twin Falls, ID 83301
Annette Tucker	822 Canyon Park Avenue Twin Falls, ID 83301
Larry Roberts	711 Canyon Springs Road Twin Falls, ID 83301
Eddy McKean	702 Riverview Drive Twin Falls, ID 83301
Verlie Stanger	843 Canyon Park Avenue Twin Falls, ID 83301
Barbara Beck	691 Riverview Drive Twin Falls, ID 83301

### ARTICLE VIII – CUMULATIVE VOTING OF SHARES

At each election for directors of the Association, each Member entitled to vote at such election shall have the right to cumulate his or her votes, and shall be entitled to multiply the number of votes the Member is entitled to cast by the number of directors to be elected and for whose election he or she has a right to vote, and cast the product for a single candidate or distribute the product among two or more candidates.

**ARTICLE IX – LIMITATION UPON DIRECTORS’ LIABILITY**

*Section 9.1 Limitation Upon Directors’ Liability.* To the fullest extent permitted by the Act, as the same now exists or may hereafter be amended, no Director of this Association shall be personally liable to the Association or its Members for monetary damages for any action taken or any failure to take any action, as a Director.

*Section 9.2 Amendment of Repeal of Limitation.* Any amendment or repeal of this Article IX or the adoption of any other provision of the Articles of Incorporation which has the effect of increasing director liability shall operate prospectively only and shall not effect any action taken, or failure to act, by a Director of the Association prior to such amendment, repeal, or other provision becoming effective.

**ARTICLE X – INDEMNIFICATION**

The Association shall indemnify its Directors and officers as provided in its Bylaws.

**ARTICLE XI – DISSOLUTION**

The Association may be dissolved with the assent given in writing and signed by not less than sixty-seven percent (67%) of the Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

**ARTICLE XII – BYLAWS**

The internal affairs of the Association shall be regulated by the Bylaws and other rules adopted by the Board, which shall not be inconsistent with the Declaration.

DATED this 5<sup>th</sup> day of July, 2018.

ATTEST:

Annette Tucker  
Annette Tucker, Secretary

BRECKENRIDGE HOMEOWNERS  
ASSOCIATION, INC.

Tom Tucker  
Tom Tucker, President

## EXHIBIT "A"

A Parcel of Land located in S½SE¼, and Government Lots 4 and 5, Section 33, Township 9 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho; being a portion of "Breckenridge Estates Subdivision," and being more particularly described as follows:

COMMENCING at the Southeast corner of Section 33;

THENCE South 89°51'19" West, 2638.59 feet to the South Quarter Corner of Section 33;

THENCE North 00°40'01" East, 513.48 feet along the West boundary of said S½SE¼;

THENCE North 89°29'59" East, 918.97 feet to the Southwest corner of "Breckenridge Estates Subdivision";

THENCE North 01°25'51" East, 709.14 feet to the REAL POINT OF BEGINNING;

THENCE North 01°25'51" East, 373.87 feet to a point on the Rim of the Snake River Canyon;

THENCE along the rim of the Snake River Canyon as follows:

North 76°37'28" East, 28.31 feet;

North 85°06'47" East, 59.75 feet;

North 89°21'07" East, 82.23 feet;

South 81°31'35" East, 152.90 feet;

North 87°58'08" East, 48.53 feet;

South 84°26'46" East, 23.31 feet to a point on the East boundary of Government Lot 5;

THENCE South 00°53'49" West, 45.68 feet, along the East boundary of said Lot 5;

THENCE South 85°12'41" East, 258.93 feet;

THENCE South 75°25'41" East, 800.00 feet;

THENCE North 89°51'19" East, 116.77 feet, to a point on the City of Twin Falls street Right of Way Instrument No. 777548;

THENCE South 80°37'07" East, 98.34 feet along said City Right of Way;

THENCE along a curve right on said Right of Way;

Δ – 75°14'59";

R – 51.00';

A – 66.98';

C – 62.27';

LCB – South 42°59'37" East;

THENCE South 5°22'08" East, 100.72 feet, along said City Right of Way;

THENCE South 01°22'48" West, 96.89 feet, along said City Right of Way;

THENCE along a curve right;

Δ – 70°00'00";

R – 20.00';

A – 24.43’;  
C – 22.94’;  
LCB – South 36°22’48” West;  
THENCE South 71° 22’48” West 95.33 feet;  
THENCE along a curve right;  
Δ – 17°52’32”;  
R – 220.00’;  
A – 68.64’;  
C – 68.36’;  
LCB – South 80°19’04” West;  
THENCE South 89°15’20” West, 584.67 feet;  
THENCE along a curve left;  
Δ – 45°00’00”;  
R – 180.00’;  
A – 141.37’;  
C – 137.76’;  
LCB – South 66°45’20” West;  
THENCE South 44°15’20” West, 85.89 feet;  
THENCE along a curve left;  
Δ – 90°00’00”;  
R – 20.00’;  
A – 31.42’;  
C – 28.28’;  
LCB – North 00°44’40” West;  
THENCE North 45°44’40” West, 60.46 feet;  
THENCE along a curve right;  
Δ – 45°00’00”  
R – 150.00’;  
A – 117.81’;  
C – 114.81’;  
LCB – North 23°14’40” West;  
THENCE North 00°44’40” West, 99.80 feet;  
THENCE along a curve left;  
Δ – 109°47’39”;  
R – 20.00’;  
A – 38.33’;  
C – 32.73’;



LCB – North 55°38'30" West;  
THENCE North 09°05'16" West, 51.02 feet;  
THENCE South 69°27'41" West, 144.62 feet;  
THENCE North 38°18'09" West, 69.98 feet;  
THENCE South 89°51'19" West, 449.85 feet to the REAL POINT OF BEGINNING,  
containing approximately 14.96 acres.