

**Henderson County
Mary Margaret Wright
County Clerk
Athens, TX 75751**

Instrument Number: 2023-00004215

As

Recorded On: 03/27/2023 09:13 AM **Recordings - Land**

Parties: MEADOWS OF CHANDLER HOA

To: MEADOWS OF CHANDLER HOA

Number of Pages: 13 Pages

Comment:

(Parties listed above are for Clerks reference only)

****Examined and Charged as Follows:****

Total Recording: 70.00

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Recorded By: Janice Hankins

*******DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT*******

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

I hereby certify that this instrument was filed and duly recorded
in the Official Records of Henderson County, Texas



A handwritten signature in cursive script, appearing to read "Mary Margaret Wright", is written over the printed name.

County Clerk
Henderson County, Texas

Record and Return To:

WILSON, ROBERTSON & CORNELIUS, P.C.
909 ESE 323 LOOP STE 400

TYLER, TX 757019103



**BYLAWS
OF
MEADOWS OF CHANDLER HOA,
A Texas Nonprofit Corporation**

**ARTICLE I
IDENTITY**

1. The name of this corporation is Meadows of Chandler HOA, a Texas nonprofit corporation (the "Association").

2. The registered office of the Association is located at 7292 Crosswater Avenue, Tyler, Texas 75703. The address of the registered office may be changed at the discretion of the Board of Directors.

3. These Bylaws are being adopted in connection with that certain DECLARATION OF COVENANTS, RESTRICTIONS, CONDITIONS, ASSESSMENTS, CHARGES, SERVITUDES, LIENS, RESERVATIONS AND EASEMENTS FOR THE MEADOWS ADDITION – UNIT 1, and any amendments or supplements thereto, as recorded in the official records of Henderson County, Texas at County Clerk's File No. 2022-00014712 (the "Declaration"), McMillin Holdings, L.L.C. being the "Declarant" or "Developer." All capitalized terms used but not otherwise defined herein shall be given the meanings ascribed to such terms in the Declaration.

**ARTICLE II
MEMBERSHIP**

1. MEMBERS. The members of the Association shall consist of each Owner of a Lot in the subdivision, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member. Membership shall be established effective immediately upon becoming an Owner. Each and every member shall be entitled to the benefits of membership and shall be bound to abide by the provisions of the Certificate of Formation, the Declaration, and these Bylaws of the Association, as amended from time to time.

2. VOTING RIGHTS. The Association shall have two (2) classes of membership to be designated as Class A and Class B.

(a) Class A Members shall be all Owners with the exception of the Developer. A Class A Member shall be not entitled to vote until (i) the Developer initially sells all of the Lots owned by the Developer that are part of the Property, or (ii) the Developer files a statement with the Association that the Developer will allow the Class A Members to vote. Once the Developer files the statement with the Association allowing Class A Members to vote, the statement may not be revoked by the Developer. Each Class A Member shall, once the Class A Members are entitled to vote, be entitled to one (1) vote for each individual Lot owned. When more than one person owns an interest in an individual Lot, all such persons shall be members of the Association, however, the one (1) vote voting right for such Lot shall be exercised collectively as the owners of the particular Lot shall between or among themselves determine.

(b) The Developer shall be the Class B Member for so long as it owns any Lot that is a part of the Property which has not previously been conveyed by the Developer to an Owner. When any Lot is initially sold by the Developer, the Class B membership with respect to such Lot shall

cease and automatically become and be a Class A membership. Unless the Developer files the statement with the Association referred to above, allowing Class A Members to vote, for so long as the Developer owns any Class B membership, the Developer shall be the only Member of the Association entitled to vote.

(c) Once the Class A Members are entitled to vote, whether by sale by the Developer of all of the Developer's Lots or by the Developer's filing the statement with the Association allowing the Class A Members to vote, the Class B Member shall no longer be entitled to vote as a Member of the Association.

ARTICLE III MEETINGS

1. ANNUAL MEETING. The annual Members' meeting shall be held at a date and time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than thirteen (13) months after the last preceding annual meeting. Unless determined otherwise by the Board of Directors, the annual meeting shall be held at (i) the registered office of the Association; or (ii) such other place within Henderson County as designated by the President of the Association. The meeting shall be held at such a time as the Directors shall determine from time to time. The purpose of such meeting shall be the election of Directors (upon and after Turnover) and the transaction of other business authorized to be transacted by Members. The order of business shall be as determined by the Board of Directors.

2. SPECIAL MEETINGS. Special meetings may be called by a majority of the Board of Directors, or by written request of a majority of the voting rights of the Members, for any purpose and at any time within Henderson County. Business transacted at all special meetings shall be confined to the objects and action to be taken, as stated in the notice of the meeting.

3. QUORUM-ANNUAL MEETING. The presence of Members or proxies entitled to cast at least ten percent (10.0%) of all the votes that may be cast shall constitute a quorum at an annual meeting. A majority of the votes entitled to be cast by Members represented at an annual or special meeting may adjourn the meeting to a future date, provided that the different date, time, or place is announced at the meeting. A majority of all votes entitled to be cast by the Members represented at a meeting where a quorum is present shall decide any question brought before the meeting, except when a lesser or greater vote is otherwise specifically required by the Declaration, Certificate of Formation, or these Bylaws.

4. QUORUM-SPECIAL MEETING. The presence of Members or proxies entitled to cast at least fifty-one percent (51.0%) of a quorum of the total votes of each class of Owners present at a duly called meeting for such purpose. At least fifty-one percent (51.0%) of the Owners of each class must be present at this duly called meeting in order to constitute a quorum.

5. CONDUCT OF MEETINGS. The President of the Association shall preside over meetings of the Members. The Secretary shall keep the minutes of the meetings and record all votes of the Members in a corporate minute book.

ARTICLE IV NOTICE

1. ANNUAL MEETING. Written notice of the annual meeting shall be mailed or delivered by the Secretary, the manager hired by the Association, or such other person as the Board of Directors shall direct to deliver such notice, not less than fifteen (15) nor more than forty-five (45) days before the date of such meeting, to each Member at his or her address as listed in the Association records. Notice of an annual meeting need not include a description of the purpose or purposes for which the meeting is called.

2. SPECIAL MEETINGS. Notice of special meetings of the Members shall be mailed or delivered by the Secretary, not less than fifteen (15) nor more than forty-five (45) days before the date of such meeting to each Member at his or her address as listed in the Association records, stating the purpose of such meeting.

3. MEETINGS TO CONSIDER AMENDMENTS TO BYLAWS. The Association or Board may not meet to adopt an amendment or other change to these Bylaws, or rules of the Association unless the Association or Board has given to each Lot Owner a document showing the specific amendment or other change that would be made to the Bylaws or rules. Notice shall be included in the notice of any meeting (special or annual) at which such proposed Amendment is to be considered by the members. Notwithstanding any other provision of these Bylaws, this information must be given to each Lot Owner after the twentieth (20th) day but before the tenth (10th) day preceding the date of the meeting. The information is considered to have been given to a Lot Owner on the date the information is personally delivered to the Lot Owner, as shown by a receipt signed by the Lot Owner, or on the date shown by the postmark on the information after it is deposited in the United States mail with a proper address and postage paid.

4. WAIVER. Members may take action by written agreement, without conducting meetings, on all matters, except for Amendments as provided in the previous section, for which action may be taken at a meeting if the action is taken by the Members entitled to vote on such action and having not less than the minimum number of votes necessary to authorize such action at a meeting at which all Members entitled to vote on such action were present and voted. Nothing herein is to be construed to prevent Members from waiving notice of meetings or acting by written agreement without meetings. Attendance at a meeting is a waiver of notice of the meeting, unless the Member objects to the lack of notice when the meeting is called to order.

ARTICLE V

BOARD OF DIRECTORS

1. INITIAL BOARD OF DIRECTORS. The affairs of the Association shall be governed by the Board of Directors with each director having one vote. The initial members of the Board of Directors shall be those persons set forth in the Certificate of Formation, who shall serve until the Turnover Date, or until replaced by Declarant, or as otherwise provided according to Article XVI of these Bylaws.

2. BOARD ELECTIONS. Upon the Turnover Date, and at each annual meeting thereafter, the Board of Directors shall be elected by the Members of the Association and such Directors shall serve until their successors are duly elected, qualified, and seated or until they are removed in the manner elsewhere provided, or until they resign, whichever first occurs. The procedure for electing Directors by the Member(s) shall be by written and sealed ballot and by a plurality of the votes cast, each person voting being entitled to cast his or her vote(s) for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

3. POWERS. All of the powers and duties of the Association existing under the Declaration, the Certificate of Formation and these Bylaws shall be exercised exclusively by the Board

of Directors, subject only to approval by Members of the Association when such approval is specifically required. The Board of Directors shall have all of the common law and statutory powers of a non-profit corporation under the laws of the State of Texas, together with any powers granted to it pursuant to the terms of these Bylaws, the Certificate of Formation, and the Declaration. Such powers shall include but not be limited to:

A. Preparing and adopting, in accordance with the Declaration, an annual budget establishing each Owner's share of the common area expenses;

B. The powers to fix, levy, and collect Assessments against Properties, as provided for in the Declaration. The power to expend monies collected for the purpose of paying the expenses of the Association.

C. The power to manage, control, operate, maintain, repair and improve the common area.

D. The power to purchase supplies, material and lease equipment required for the maintenance, repair, replacement, operation, and management provided in the previous paragraph.

E. The power to insure and keep insured the common area and the improvements constructed thereon, as provided in the Declaration.

F. The power to employ the personnel required for the operation and management of the Association, common area and providing for compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties.

G. The power to pay utility bills for utilities serving the common area.

H. The power to pay all taxes and assessments which are liens against the common area.

I. The power to establish and maintain a reserve fund for capital improvements, repairs, and replacements.

J. The power to improve the common area, subject to the limitations of the Declaration.

K. The power to control and regulate the use of the common area by the Owners, and to promote and assist adequate and proper maintenance of the Property.

L. The power to make reasonable rules and regulations and to amend the same from time to time.

M. The power to enforce by any legal means the provisions of the Certificate of Formation, the Bylaws, the Declaration and the rules and regulations promulgated by the Association from time to time.

O. The power to borrow money for any reason and to collateralize the common area and any and all personal property thereon or owned by the Association, and to select depositories for the Association's funds, and to determine the manner of receiving, depositing, and disbursing those funds and the form of checks and the person or persons by whom the same shall be signed.

P. The power to enter into a long term contract with any person, firm, corporation or management agent of any nature or kind to provide for the maintenance, operation, repair and upkeep of the common area, consistent with the Declaration. The contract may provide that the total operation of the managing agent, firm, or corporation shall be at the cost of the Association. The contract may further provide that the managing agent shall be paid from time to time a reasonable fee.

Q. The power to contract for the management of the Association and to delegate to the manager all of the powers and duties of the Association, except those matters which must be approved by Owners.

R. The power to establish additional officers and/or directors of the Association and to appoint all officers provided in the Bylaws, except as otherwise provided in these Bylaws.

S. The power to appoint committees as the Board of Directors may deem appropriate.

T. The power to collect delinquent Assessments by suit or otherwise to abate nuisances and to fine, enjoin or seek damages from Owners for violation of the provisions of the Declaration, the Certificate of Formation, the Bylaws or the rules and regulations.

U. The power to bring suit and to litigate on behalf of the Association and the Owners (subject to the terms of the Declaration).

V. The power to adopt, alter and amend or repeal the Bylaws of the Association as may be desirable or necessary for the proper management of the Association.

W. The power to possess, employ, and exercise all powers necessary to implement, enforce, and carry into effect the powers as described above and in the Declaration.

X. The foregoing enumeration of powers shall not limit or restrict the exercise of other and further powers which may now or hereafter be permitted by law.

4. FUNDS AND TITLES TO PROPERTIES. All funds and title to all properties acquired by the Association and the proceeds thereof shall be held for the benefit of the Owners in accordance with the provisions of the Declaration.

5. NUMBER, QUALIFICATION, AND TERM. The number of Directors shall be designated by resolution of the Board of Directors from time to time, but shall in no event be less than three (3) Directors. Directors need not be Members of the Association. A Director elected to the Board of Directors (other than those Directors appointed by Declarant) shall hold office until the first annual meeting subsequent to the election of such Director and, thereafter, the term of office shall be for one (1) year and subject to annual reelection.

6. VACANCY. Prior to the Turnover Date, any vacancy in the Board of Directors shall be filled by a majority vote of the remaining Directors, or as otherwise provided according to Article XVI of these Bylaws. In the event of a vacancy occurring in the Board of Directors for any reason whatsoever after the Turnover Date, the remaining Directors shall elect a person to serve as a Director for the unexpired portion of the term of the former Director. In the event that there are no remaining members of the Board of Directors, the vacancies shall be filled by persons elected by the Members of the Association at a special meeting of the Members called for that purpose.

7. REMOVAL. Prior to the Turnover Date, any Director may be removed with or without cause by Declarant, except as otherwise provided according to Article XVI of these Bylaws. After the Turnover Date, any Director may be removed from office at any time, with or without cause, by the vote or agreement in writing by a majority of all votes of the Members of the Association at a meeting of the Members called for that purpose.

8. COMPENSATION. No compensation shall be paid to Directors for their services as Directors, provided that nothing herein contained shall be construed to preclude any Director from serving the corporation in any other capacity and receiving compensation therefore. In that case, however, the compensation must be approved in advance by the Board of Directors and the Director to receive such compensation shall not be permitted to vote on his or her compensation. The Board of Directors shall have the right to set and pay all salaries or compensation to be paid to Officers, employees, agents, or attorneys for services rendered to the Association.

9. REGULAR MEETING. A regular meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the membership. Additional regular meetings may be held as provided by resolution of the Board of Directors. All regular meetings of the Board of Directors shall be open to all Members.

10. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by the President or a majority of the Directors for any purpose and at any time or place. Notice thereof stating the purpose shall be mailed or delivered at least two (2) days before such meeting, to each Director at his or her address as listed in the Association records unless such notice is waived. All special meetings of the Board of Directors shall be open to all Members.

11. QUORUM AND VOTING. A majority of Directors shall constitute a quorum. If a quorum is not present, a majority of those present may adjourn the meeting. Notice of any adjourned meeting shall be given to the Directors who were not present at the time of adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other Directors. A majority vote of the Directors shall decide any matter before the Board, unless a greater or lesser vote is specifically required in the Certificate of Formation, these Bylaws, or the Declaration.

12. NOTICE. Notice of all Board of Directors meetings shall be posted in a conspicuous place in the community. If notice is not posted in a conspicuous place in the community, notice of each Board meeting must be mailed or delivered to each Member at each Member's residence in the community at least seven (7) days in advance of the meeting. An assessment may not be levied at a Board of Directors meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessment. Written notice in accordance with this paragraph shall also be provided with respect to meetings of any committee when a final decision will be made regarding the expenditure of Association funds.

ARTICLE VI **OFFICERS**

1. NUMBER. The officers shall include a President, Vice-President, Secretary, and Treasurer, each of whom shall be elected by the Board of Directors. Such assistant officers as deemed necessary may be elected by the Board of Directors. The President and Secretary may not be the same person. Except for the initial Officers appointed by the Board of Directors, Officers must be Members of the Association (or a person exercising the membership rights of an Owner who is not a natural person). All officers shall act without compensation unless otherwise provided by resolution of the Board of Directors.

2. **ELECTION AND TERM.** Each officer shall be elected annually by a majority vote of the Board of Directors at the first directors' meeting following the annual Member meeting and shall hold office until his or her successor shall have been elected and duly qualified, unless removed by the Board.

3. **PRESIDENT.** The President shall be the principal executive officer of the Association and shall supervise all Association affairs. The President shall preside at all Member and Board of Directors meetings and sign all documents and instruments on behalf of the Association.

4. **VICE-PRESIDENT.** In the President's absence, the Vice-President shall perform the President's duties and, in such capacity, shall have all the powers and responsibilities of the President. The Vice-President shall, moreover, perform such duties as may be designated by the Board of Directors.

5. **SECRETARY AND ASSISTANT SECRETARY.** The Secretary shall (a) countersign all documents and instruments on behalf of the Association; (b) record the minutes of meetings of Members and Directors; (c) give notices required by these Bylaws; and (d) have custody of, maintain and authenticate the records of the Association, other than those maintained by the Treasurer. The Assistant Secretary, if any, is authorized to perform the same duties as the Secretary.

6. **TREASURER.** The Treasurer shall (a) have custody of all funds of the Association; (b) deposit such funds in such depositories as may be selected as hereinafter provided; (c) disburse funds; and (d) maintain financial records of the Association, which shall be available for inspection by any Member in accordance with Section 2 of Article VII of these Bylaws.

7. **AUTHORITY FOR AMENDMENTS TO DECLARATION.** The Declaration may be amended at any time by a majority vote of the Members at a meeting held in accordance with these Bylaws.

8. **REMOVAL.** Any officer may be removed by a majority vote of the Board of Directors called for that particular purpose, and the vacancy shall be filled by a majority vote of Directors at the same meeting.

ARTICLE VII

BOOKS AND RECORDS

1. **RECORDS TO BE MAINTAINED.** The Association shall keep records of minutes of all meetings of the Board of Directors and Members, a record of all actions taken by the Board of Directors and Members without a meeting, and a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors on behalf of the Association. A vote or abstention from voting on each matter voted upon by each Director present at a Board of Directors meeting must be recorded in the Board minutes. Copies of the minutes of all meetings of the Board of Directors and Members must be maintained for at least seven (7) years. The Association shall also keep a copy of the following records: (a) its Certificate of Formation and all amendments thereto currently in effect; (b) its Bylaws and all amendments thereto currently in effect; (c) a list of the names and business street addresses of its current Directors and Officers; (d) its most recent annual report delivered to the Secretary of State; (e) a copy of the Declaration and a copy of each amendment thereto; (f) a copy of the current rules and regulations of the Association; (g) a current roster of all Members and their mailing addresses and parcel identifications; (h) a copy of all of the Association's insurance policies (which policies must be retained for at least seven (7) years); (i) copies of any plans, specifications, permits and warranties related to any improvements constructed on the common area or other property that the Association is obligated to maintain, repair or replace; (j) a current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility; (k) copies of all bids received for work to be performed for the Association

within the last year; and (l) the financial and accounting records described in Article IX, Section 6 of these Bylaws.

2. **INSPECTION AND COPYING OF RECORDS.** Any books, records, and minutes may be in written form or in any other form capable of being converted into written form within a reasonable time. The official records shall be open for inspection and available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. The Association may adopt reasonable written rules governing the frequency, time, location, notice, and manner of inspections and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying.

ARTICLE VIII **MANAGER AND EMPLOYEES**

The Board of Directors may employ the services of a manager and other employees and agents to actively manage, operate, and care for the common area and may specify such powers, duties, and compensation as the Board may deem appropriate and provide by resolution, Managers, employees, and agents shall serve at the pleasure of the Board of Directors.

ARTICLE IX **CONTRACTS AND FINANCES**

1. **CONTRACTS.** The Board of Directors may authorize any Officer or agent to enter into any contract or execute and deliver any instrument in the name or on behalf of the Association, and such authority may be general or limited.

2. **LOANS.** No loans shall be contracted for or on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors.

3. **CHECKS.** All checks, drafts or other orders for payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such Officers or agents of the Association and in the manner as shall from time to time be determined by resolution of the Board of Directors.

4. **DEPOSITS.** All funds of the Association not otherwise employed shall be deposited from time to time in banks, trust companies, or other depositories as the Board of Directors may select.

5. **FISCAL YEAR.** The first fiscal year of the Association shall begin on the day the Certificate of Formation of the Association are filed with the Department of State for the State of Texas and shall end on December 31 of the same year. Thereafter, a fiscal year shall be the consecutive twelve calendar-month period ending on December 31st.

6. **FINANCIAL RECORDS.** The Association shall maintain financial and accounting records in accordance with generally accepted accounting practices which shall be open to inspection and copying by Members at reasonable times in accordance with Section 2 of Article VII of these Bylaws. Such records shall include (a) a record of receipt and expenditures and accounts for each Member, which accounts shall designate the name and address of the Member, the due dates and amount of each Assessment, the amounts paid upon the account, and the balance due; (b) a copy of the then current annual budget of the Association; (c) financial reports of the Association, showing the actual receipts and expenditures of the Association; (d) all tax returns, other financial reports and financial statements of the Association; and (e) any other records that identify, measure, record or communicate financial information. All financial and accounting records shall be maintained by the Association for a period of at least three (3) years and shall be available to the public for inspection and copying during normal business hours. The Association may charge for the reasonable expense of preparing a copy of a record or report.

7. **FINANCIAL REPORTING.** Based on the financial records in Section 6 above, the Association shall prepare an annual financial report on the financial activity of the Association for the preceding year. The report must conform to accounting standards as promulgated by the American Institute of Certified Public Accountants and must include a statement of support, revenue, and expenses and changes in fund balances, a statement of functional expenses, and balance sheets for all funds.

ARTICLE X **AMENDMENTS**

These Bylaws may be amended or repealed by new Bylaws upon a majority vote of the Board of Directors; provided, however, that at no time shall the Bylaws conflict with the terms of the Declaration and the Certificate of Formation. No modification of or amendment to the Bylaws shall be valid unless set forth in or annexed to an amendment to the Declaration and duly recorded in the official records of Henderson County. The notice requirements for meetings at which such an amendment is considered are set out in Article IV, Section 2 of these Bylaws.

ARTICLE XI **RULES AND REGULATIONS**

The Board of Directors may adopt such uniform rules and regulations governing the operation of the common area as may be deemed necessary and appropriate to assure the enjoyment of all Members and to prevent unreasonable interference with the use of such areas. Such regulations shall be consistent with applicable law, the Declaration, the Certificate of Formation, and these Bylaws. A copy of such regulations shall be furnished to each Member and shall be posted and made available in the offices of the Association.

ARTICLE XII **ANNUAL BUDGET**

1. **ADOPTION BY THE BOARD.** The Board of Directors shall annually adopt the budget for the Association. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year.

2. **REPORTING TO MEMBERS.** The Association shall cause a copy of the budget and the proposed total of the Annual Assessments to be levied against Properties for the following year to be delivered to each Owner at least fifteen (15) days prior to such meeting where such budget shall be considered.

ARTICLE XIII **COLLECTION OF ASSESSMENTS**

Assessments for the payment of common area expenses shall be made and collected in the manner provided herein, and will be in the form of Annual Assessments, but may also be in the form of Special Assessments.

1. **ANNUAL ASSESSMENTS.** Each Lot Owner shall pay annual dues as set by the Declarant or the Association. The initial annual dues shall be \$300.00 per Lot. Such dues may be increased or decreased upon written notice to the members from the Declarant or the Association. The annual dues of \$300.00 per Lot shall be due and payable on or before February 1st of each year or when an Owner purchases a Lot, prorated for partial year's ownership. Dues shall commence with calendar year 2023. Declarant is exempt from paying dues.

2. **SPECIAL ASSESSMENTS.** In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, Special Assessments for Common Expenses, applicable to that year only. The Declarant may make such Special Assessments payable in installments over a period which may, in the Association's discretion, extend in excess of the fiscal year in which adopted. Such Special Assessments are to be prorated among the Lots as provided with respect to Annual Assessments.

ARTICLE XIV FINES AND OTHER SANCTIONS

The Developer and/or Association may charge reasonable fines and impose other sanctions for the failure of a Member or his or her tenants, guests or invitees to comply with any provisions of the Declaration, Certificate of Formation, the Bylaws or rules and regulations adopted by the Association. The procedures for the imposition of fines and other sanctions are set forth in the Declaration.

ARTICLE XV COMMITTEES

1. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees comprised from among its members which, to the extent provided in such resolution, shall have and exercise the authority of the Board of Directors in the management of the Association; provided, however, that no such committee shall have the authority to (a) approve or recommend to Members actions or proposals required to be approved by the Members, (b) fill vacancies in the Board of Directors or any committee, or (c) adopt, amend or repeal Bylaws. The designation of such committees and the delegation of authority thereto shall not operate to relieve the Board of Directors or any individual director of any responsibility imposed by law.

2. Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Association Members.

3. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided for original appointments.

4. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the entire committee shall constitute a quorum, and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

5. Each committee may adopt rules for its own governance not inconsistent with these Bylaws or with rules adopted by the Board of Directors.

ARTICLE XVI DECLARANT'S CONTROL


Notwithstanding anything contained herein to the contrary, Declarant shall have full right and authority to manage the affairs and to elect the Directors of the Association (who need not be Owners) until the Turnover Date. The "Turnover Date" shall mean the first of the following to occur: (i) the date that is 120 days after seventy-five percent (75.0%) of the Lots *that may be created and made* have been conveyed to Owners other than Declarant; or (ii) the surrender by Declarant of the authority to appoint and remove directors and officers of the Association by an express amendment to this Declaration executed and recorded

by Declarant; provided, that Texas law provides that one-third (1/3) of the Directors of the Association shall be appointed by Lot Owners other than the Declarant within one hundred twenty (120) days after fifty percent (50.0%) of the maximum number of Lots that may be created under the Declaration have been conveyed to Owners other than the Declarant.

The foregoing was adopted as the Meadows of Chandler HOA, a Texas nonprofit corporation, by the Board of Directors on the 3rd day of March, 2023.

DIRECTORS:


LENARD MCMILLIN

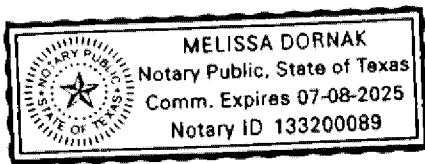

CONNIE MCMILLIN


JASON MCMILLIN

THE STATE OF TEXAS §

COUNTY OF SMITH §

This instrument was acknowledged before me on the 3rd day of March, 2023, by Lenard McMillin as Director, on behalf of MEADOWS OF CHANDLER HOA, a Texas Nonprofit Corporation.

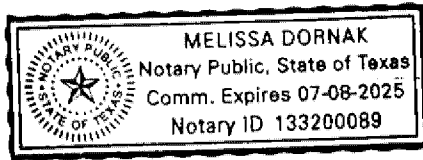



NOTARY PUBLIC - STATE OF TEXAS

THE STATE OF TEXAS §

COUNTY OF SMITH §

This instrument was acknowledged before me on the 3rd day of March, 2023, by Connie McMillin as Director, on behalf of MEADOWS OF CHANDLER HOA, a Texas Nonprofit Corporation.



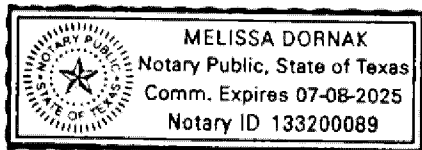
A handwritten signature in cursive script, appearing to read "Melissa Dornak", written over a horizontal line.

NOTARY PUBLIC - STATE OF TEXAS

THE STATE OF TEXAS §

COUNTY OF SMITH §

This instrument was acknowledged before me on the 3rd day of March, 2023, by Jason McMillin as Director, on behalf of MEADOWS OF CHANDLER HOA, a Texas Nonprofit Corporation.



A handwritten signature in cursive script, appearing to read "Melissa Dornak", written over a horizontal line.

NOTARY PUBLIC - STATE OF TEXAS

After recording return to:

Meadows of Chandler HOA
7292 Crosswater Avenue
Tyler, Texas 75703