

**BYLAWS OF CHAMBERS LANDING HOMEOWNERS ASSOCIATION, INC.**  
 (A Texas Non-Profit Corporation)  
 Navarro County, Texas

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**ARTICLE I REGISTERED OFFICE:** The registered office of Chambers Landing Homeowners Association, Inc. (the "Association") shall be designated with the Secretary of State of the State of Texas, as it may be changed from time to time. The registered mailing address for the Association shall be Post Office Box 1353, Corsicana, Texas 75151.

**ARTICLE II PURPOSES AND PARTIES**

**2.01 Purposes:** The purposes for which the Association is organized are as follows:

- (a) To act as agent for the property owners of Chambers Landing Phase 1 and for any and all other property which is accepted by this Association for similar purposes ("Chambers Landing");
- (b) To exercise all the power and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration of Restrictions, Covenants and Conditions dated June 12, 2006, recorded in Volume 1831 , Pages 384 through 412 of the Deed Records of Navarro County, Texas (the "Declaration");
- (c) To affix, levy, collect and enforce payment by any lawful means, all charges or assessments; and, as agent, 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 and to make disbursements, expenditures and payments on behalf of the property owners; and to hold as agent for the property owners reserves for periodic repairs and capital improvements to be made as directed by the property owners acting through the Board of Directors of the Association.
- (d) To acquire by gift, purchase or otherwise, to own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or to otherwise dispose of real or personal property in connection with the affairs of the Association subject to the limitations, if any, set forth in the Declaration;
- (e) To borrow money, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred subject to the limitations, if any, set forth in the Declaration;
- (f) To provide general sanitation and cleanliness of common areas and landscape areas of the commons including but not limited to "streets", "drives", "roads", "commons", "common areas" as defined in the Declaration ("Common Properties").
- (g) To provide upkeep and maintenance of the Common Properties, to enforce the deed restrictions set forth in the Declaration and to assume the obligations and duties of the Architectural Control Committee set forth in the Declaration;
- (h) To enter into and perform any contract and to exercise all powers which may be necessary or convenient to the operation, management, maintenance and administration of the affairs of Chambers Landing; and
- (i) To have and exercise any and all powers, rights and privileges a corporation organized under the Texas Business Organizations Code may now or hereafter exercise.

**2.02 Parties:** All present or future property owners, tenants, future tenants of any residence, or any other person who might use in any manner the facilities of the Common Properties are subject to the provisions and any regulations set forth in these Bylaws. The mere acquisition, lease or rental of all or any portion of a residence or Lot (as defined in the Declaration) or the mere act of occupancy of all or any portion of a residence or Lot will signify that these Bylaws are accepted, approved, and ratified.

### **ARTICLE III MEMBERSHIP, VOTING RIGHTS, VOTING, CUMULATIVE VOTING, QUORUM, PROXIES**

**3.01 Membership:** Each and every owner of a Lot shall automatically become, and must remain, a Member in good standing of the Association during such owner's period of ownership of such Lot. Such membership shall be appurtenant to each Lot and may not be severed from or held separately therefrom. The membership of a person or entity in the Association shall terminate automatically whenever such person or entity ceases to be an Owner (as defined in the Declaration), except that such termination shall not release or relieve any such person or entity from any liability or obligation incurred under or in any way connected with the Association or the Declaration during the period of ownership, nor impair any rights or remedies which the Association or any other Owner has with regard to such former Owner.

**3.02 Voting Rights in the Association:** Each Member shall be entitled to one (1) vote for each Lot owned in Chambers Landing. Where more than one person or entity holds such interest in any Lot, all such persons collectively shall be a single Member, and the vote for such Member shall be exercised as the several parties shall determine among themselves.

**3.03 Voting:** The vote of the majority of the Members present or voting by legitimate proxy or absentee ballot, at a duly called meeting at which a quorum of Members are represented shall be sufficient for the transaction of any business, unless otherwise provided by law.

**3.04 Majority:** As used in these Bylaws, the term "Majority Owners" or "Majority of Members" shall mean those voting Members holding fifty-one percent (51%) of the votes of the Association.

**3.05 Quorum:** Members holding twenty percent (20%) of the votes entitled to be cast shall constitute a quorum for voting on matters brought before the Association at meetings of Members. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

**3.06 Proxies:** Votes may be cast in person, by proxy, by absentee ballot or by electronic ballot (i.e., by e-mail, by fax or through a website). All ballots must be in writing and signed and no proxy shall be valid after eleven (11) months from the date of its execution. All proxies must be filed with the Secretary or Assistant Secretary of the Association before the appointed time of the vote.

### **ARTICLE IV ASSOCIATION RESPONSIBILITIES AND MEETINGS OF MEMBERS**

**4.01 Association Responsibilities:** The Association will have the responsibility of administering and enforcing the covenants, conditions and restrictions contained in the Declaration, including the collection and disbursement of charges and assessments created therein, through a Board of Directors. In the event of any dispute or disagreement between any Members relating to the Common Properties, or any questions of interpretation or application of the provisions of the Declaration, Certificate of Formation or these Bylaws, such dispute or disagreement shall be submitted to the Board of Directors. The determination of such dispute or disagreement by the Board of Directors shall be binding on each and all such Members.

**4.02 Place of Meetings:** Meetings of the Association shall be held at such suitable place, convenient to the Members, as the Board of Directors may determine.

**4.03 Annual Meetings:** The annual meeting of the Association shall be held on the third Sunday of each January. At such meeting there shall be elected by ballot of the Members a Board of Directors in accordance with the requirements of Section 5.05 of these Bylaws.

**4.04 Special Meetings:** It shall be the duty of the President to call a special meeting of the Members as directed by resolution of the Board of Directors or upon a petition signed by one-tenth (1/10) of the Members entitled to vote and having been presented to the Secretary or Assistant Secretary of the Association. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business except as stated in the notice shall be transacted at a special meeting. Any such meetings shall be held within thirty (30) days after receipt by the President of such resolution or petition.

**4.05 Notice of Meetings:** It shall be the duty of the Secretary or Assistant Secretary of the Association to deliver a notice of each annual or special meeting, stating the purpose thereof as well as the time and place it is to be held, to each Member entitled to vote at such meeting, at least ten (10) days, but not more than thirty (30) days prior to such meeting. Notice of such meeting shall be delivered to each Member by personal delivery, mail, facsimile, or email and posted on the Association-maintained website, and shall be considered notice served.

**4.06 Order of Business:** The order of business at all meetings of the Members shall be as follows:

- (a) Roll call and certifying proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading (or waiver thereof) and approval of minutes;
- (d) Reports of officers;
- (e) Reports of committees;
- (f) Election of directors;
- (g) Unfinished business;
- (h) New business; and
- (i) Adjournment.

## **ARTICLE V BOARD OF DIRECTORS**

**5.01 Number and Qualification:** The affairs of this Association shall be governed by a Board of Directors consisting of not less than three (3) persons who shall be Members of the Association. The Board of Directors shall thereafter govern the affairs of the Association until their successors have been duly elected and qualified.

**5.02 Powers and Duties:** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Common Properties in keeping with the character and quality of the area in which it is located. The Board of Directors may do all such acts and things except as by law or by these Bylaws may not be delegated.

**5.03 Other Powers and Duties:** Such powers and duties of the Board of Directors shall include, but shall not be limited to, the following, all of which shall be done solely for the benefit of the Common Properties and for the mutual and reciprocal benefit of Members:

- (a) To set, collect and disburse regular assessments in any fiscal year or portion thereof for the following purposes:
  - (i) The employment of personnel or independent contractors;
  - (ii) The employment of legal, accounting, engineering, architectural or other independent professional services, including any services required to provide architectural review for any building or other development plans proposed for a lot;
  - (iii) The purchase of a policy or policies of insurance insuring the Association against any liability to the public, owners, or occupants incidental to operation of the Association;
  - (iv) The purchase of fidelity bonds as provided; and
  - (v) Anything which the Board deems appropriate and proper in fulfilling its obligations and responsibilities under the terms of the Declaration or by law or which, in its reasonable opinion, shall be necessary or proper for the operation or protection of the Association or for the enforcement of the Declaration;
- (b) To enter into agreements or contracts with insurance companies with respect to insurance coverage for the Common Properties and improvements thereon and other property of the Association;
- (c) To enter into contracts with utility companies with respect to utility installation, consumption and services matters;
- (d) To borrow funds to pay any costs of operation, secured by assignment or pledge or rights against Owners for current, delinquent or future assessments, as the Board may determine in its sole discretion to be necessary and appropriate;

- (e) To enter into contracts for goods and services for Association purposes, and generally to have all the powers necessary or incidental as may be required for prudent operation and management of the Association;
- (f) To sue or defend in any court of law on behalf of the Association;
- (g) To provide for and accumulate reserve funds to be used for repairs, replacement and/or maintenance, in such amounts and for such purposes as may reasonably be determined by the Board to be necessary and appropriate;
- (h) To make, or cause to be made, any tax returns, reports, or other filing required by Federal, State, or local governmental authorities;
- (i) To make reasonable rules and regulations for the use of the Common Properties, as the Board deems necessary and appropriate and create a high level of environmental and aesthetic quality within the Common Properties;
- (j) To adjust the amount, collect and use any insurance proceeds to repair or replace any damaged or lost property, or to reimburse persons or entities entitled to receive reimbursement for injury, damage or losses;
- (k) To enforce the provisions of the Declaration, and to seek damages and/or equitable relief or other remedial action from any owner for violation of this Declaration or any of its individual provisions; and
- (l) To contract for performance of services which the Association is otherwise obligated or permitted to perform, such contracts to be at a competitive rate then prevailing for such services and upon such terms and conditions, and for such considerations, as the Board may deem advisable and in the best interest of the Association.

**5.04 No Waiver of Rights:** The omission or failure of the Association or any Member to enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations or other provision of the Declaration, the Bylaws or the rules and regulations adopted pursuant thereto, shall not constitute or be deemed a waiver, modification or release thereof.

**5.05 Election and Term of Office:** The Directors shall be elected annually and shall hold office until their successors have been elected.

**5.06 Vacancies:** Vacancies in the Board of Directors shall be filled by a vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

**5.07 Removal of Directors:** At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of Members entitled to vote, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

**5.08 Organization Meeting:** The first meeting of a newly elected Board of Directors following the annual meeting of the Members shall be held within ten (10) days thereafter at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

**5.09 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 one such meeting shall be held during each calendar quarter. Notice of regular meetings of the Board of Directors shall be emailed to all Owners who have provided their email address to the HOA and posted on an association-maintained website or other internet media, at least seventy-two (72) hours prior to such meeting.

**5.10 Special Meetings:** Special meetings of the Board of Directors shall be called by the President or Secretary or Assistant Secretary of the Association in like manner and on like notice on the request of one or more Directors.

**5.11 Waiver of Notice:** Notice is not required if the Board (1) acts by unanimous consent in lieu of meeting; OR, (2) if the meeting is held by telephone or other electronic means; OR, (3) if the meeting is held to address an urgent or emergency situation that requires immediate action. Actions taken without the 72-hour notice will be summarized and documented in the minutes of the next regular or special board meeting.

**5.12 Board of Directors' 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 adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

**5.13 Compensation:** No member of the Board of Directors shall receive any compensation for acting as such.

## **ARTICLE VI FISCAL MANAGEMENT**

**6.01 Accounts:** The funds and expenditures of the Members by and through the Association shall be credited and charged to accounts under the following classifications as shall be appropriate:

- (a) Normal operating expenses, which shall include all funds and expenditures within the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves and additional improvements.
- (b) Reserve for maintenance, repair and/or replacement relating to the Common Properties which shall include funds for maintenance, repair or replacement required because of damage, wear, or obsolescence.

**6.02 Separate Accounts:** Separate accounts may be established in order to better demonstrate that the amounts deposited therein are capital contributions and not income to the Association.

**6.03 Fiscal Year:** The fiscal year for the Association shall be the calendar year.

## **ARTICLE VII OFFICERS**

**7.01 Designation:** The officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by the Board of Directors, and such assistant officers as the Board of Directors shall from time to time, elect. Such officers need not be members of the Board of Directors. The office of President and Treasurer may be held by the same person.

**7.02 Election of Officers:** The officers of the Association shall be elected annually by the Board of Directors.

**7.03 Resignation and Removal of Officers:** Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his or her successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**7.04 Vacancies:** A vacancy in any office because of the death, resignation, removal, disqualification or otherwise of the officer previously filling such office may be filled by appointment of the Board of Directors. The officer appointed to such vacancy shall serve the remainder of the term of the officer he or she replaces.

**7.05 President:** The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board of Directors, and shall have all of the general powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the Members from time to time as the President may decide is appropriate to assist in the conduct of the affairs of the Association or as may be established by the Board or by the Members of the Association.

**7.6 Vice President:** The Vice President shall perform all the duties of the President in his absence and such other duties as may be required of him from time to time by the Board of Directors.

**7.7 Secretary:**

A. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association. He shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of the Secretary.

B. The Secretary shall compile and keep up to date at the principal office of the Association a complete list of Members and their last known addresses as shown on the records of the Association. Such list shall be open to inspection by Members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

**7.8 The Treasurer:** The Treasurer shall receive and deposit in appropriate bank accounts all money of the Association and shall disburse such as directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business, including authority to: sign all checks and promissory notes of the Association, keep proper books of account, cause an annual statement of the Association's books to be made at the completion of each fiscal year, prepare an annual budget and a statement of income expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members and perform all other duties assigned to him by the Board of Directors.

**ARTICLE VIII INDEMNIFICATION OF OFFICERS AND DIRECTORS**

**8.01 Indemnification:** To the full extent permitted by the Texas Business Organizations Code, the Association shall indemnify any director or officer against judgments, penalties (including excise and similar taxes), fines, settlements and reasonable expenses (including court costs and attorneys' fees) actually incurred by any such person who was, is or is threatened to be made a named defendant or respondent in a proceeding because the person is or was a director or officer and shall advance to such person such reasonable expenses as are incurred in connection therewith. The rights of directors and officers set forth in this article shall not be exclusive of any other right which directors or officers may have or hereafter acquire relating to the subject matter hereof. As used in this article, the terms "director" and "officer" shall mean any person who is or was a director or officer of the Association, is or was serving at the request of the Association as a director, officer, partner, venture, proprietor, trustee, employee, agent or similar functionary of any foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise. As used in this article, the term "proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitral or investigative, any appeal in any such action, suit or proceeding and any inquiry or investigation that could lead to such an action, suit or proceeding.

**8.02 Other:** The Members, Board of Directors, officers or representatives of the Association shall enter contracts or other commitments as agents for the Association, and they shall have no personal liability for any such contract or commitment (except such liability as may be ascribed to them in their capacity as Owners).

**ARTICLE IX AMENDMENTS TO BYLAWS**

These Bylaws may be amended in writing by the majority of the Board of Directors as allowed by the Texas Business Organizations Code.

**ARTICLE X EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING ADDRESS**

**10.01 Proof of Ownership:** The Board of Directors may require an Owner to furnish a true and correct copy of the original or a certified copy of the recorded instrument vesting that person with an interest or ownership in a Lot.

**10.02 Registration of Mailing Address:** Every Owner shall have one and the same registered mailing address to be provided to the Association for delivery of statements, notices, demands and other communications, and such registered address shall be the only mailing address of a person or persons to be used by the Association.

**ARTICLE XI ASSESSMENTS AND LIENS**

**11.01 Purpose of Assessments:** The Assessments levied hereunder by the Association shall be used exclusively for the purpose of protecting and promoting the comfort, collective mutual enjoyment, health, safety and welfare of the Owners, including, but not limited to, the following:

- (a) The maintenance, repair or replacement of any and all Common Properties, including, but not limited to, landscaped areas and easements, along with the cost of any associated management or supervisory services, fees, labor, equipment and materials;
- (b) The special maintenance, repair or replacement of improvements located in the Common Properties;
- (c) The design, purchase and installation of any Common Properties;
- (d) The purchase of insurance coverage relating to the Common Properties and any improvements thereon, and other property of the Association;
- (e) The carrying out of duties of the Board as provided herein and Texas Business Organizations Code.
- (f) The carrying out of purposes of the Association as stated herein and in its Declaration and Certification of Formation; and
- (g) The carrying out of all other matters set forth or contemplated in the Declaration;

**11.02 Annual Budget and Assessments:** Each fiscal year while the Declaration is in force, the Board shall adopt an annual budget and set the amount of the regular annual Assessment to be levied for the next year, taking into consideration Association operating costs for the then current year, expected normal increases in such costs over the next year, and additional future needs of the Association, including the establishment and maintenance of an Association reserve fund as provided for herein. The annual budget shall be adopted by the Board not later than fifteen (15) days prior to the commencement of each fiscal year. Notwithstanding the above, in the event the Board fails for any reason to adopt an annual budget covering the succeeding fiscal year, then and until such time as an annual budget shall have been adopted for such succeeding fiscal year, the annual budget currently in effect shall continue and the regular annual Assessment shall be deemed the same as for the current year.

The regular annual Assessment for each fiscal year shall be determined by the Board upon its adoption of the annual budget for such fiscal year subject to the terms and limitations in Article VII of the Declaration.

Should any surplus exist at the end of any year, the Board may, at its own discretion, reduce the amount required for the next annual Assessment by an amount not more than such surplus, provided, however, that reserve fund requirements are first met as stipulated in Section 6.01(b) of these Bylaws.

**11.03 Payment of Regular Assessments:** The regular annual Assessments provided for herein shall commence on a date fixed by the Board and thereafter shall be due and payable as designated by the Board provided however the Assessments will not be due sooner than 30 days from the date of notification and publication.

**11.04 Enforcement and Personal Obligation of Owners for Payment of Assessments:** The regular annual Assessments shall be the personal and individual debt of the property owners covered by such assessments. No property owner may, for any reason, be exempt from liability for such assessments levied in accordance with the provisions of the Declaration and these Bylaws. In the event that any assessment or installment thereof is not paid when due, and remains unpaid for a period of thirty (30) days thereafter, then the unpaid amount of any such assessment or installment thereof shall become delinquent and shall, together with interest thereon as herein provided and costs of collection thereof, become a continuing personal obligation and debt of the non-paying Owner secured by a self-executing lien on the Lot including all improvements thereon, to which such assessment or installment thereof pertains.

The obligation of any property owner to pay any assessment imposed on a Lot during such Owner's period of ownership shall remain his or her personal obligation, and a sale or other transfer of title to such Lot shall not release such former owner from such liability notwithstanding an assumption of liability by the purchaser or transferee. The lien for any unpaid

assessments shall be unaffected by any sale or transfer of full or partial ownership interest in a Lot, and shall continue in full force and effect. In the event of full or partial sale or transfer of an ownership interest in a Lot, it shall be the sole obligation of the Owner selling or transferring such interest (and not the Association) to disclose to any buyer or transferee that an unpaid assessment and associated lien against the ownership interest exists prior to that date at which such sale or transfer is to be consummated. A copy of such notice shall be sent to the Association at the same time. Upon written request, the Association shall provide an Owner with a statement reflecting the amount of any unpaid or delinquent assessments with respect to a Lot owned by such property owner.

The unpaid amount of any assessment shall bear interest from its due date at the maximum legal rate of interest then prevailing. In addition, the Board may elect to retain the services of an attorney of its choice for the purposes of collecting any unpaid assessment and interest charges thereon, and/or to foreclose the lien against the property subject thereto and/or to pursue any other legal or equitable remedy which the Association may have. There shall be added to the amount of unpaid assessment and interest charges thereon, any and all collection costs incurred by the Association, whether judicial or non-judicial, and including, but not limited to, reasonable attorney fees and costs of suit.

**11.05 Lien and Foreclosure:** Upon delinquency, all sums assessed in the manner provided in these Bylaws, together with all interest costs as herein provided, shall be secured by the lien provided for under Section 11.04 of these Bylaws. As further evidence and notice of such assessment lien, the Association may prepare a written notice of such lien setting forth the amount of delinquent indebtedness, the name of the Owner of property covered by such lien, and a description of the property. Such notice shall be signed by a duly authorized Officer of the Association and shall be recorded in the office of the County Clerk of Navarro County, Texas, or such other place as may be required by law for the recording of liens affecting real property at such time as such notice is recorded. Such lien for payment of assessments shall attach from the date such payment becomes delinquent and may be enforced after recording notice through (i) foreclosure of such lien on the Lot and any improvements thereon in like manner as a mortgage on real property, (ii) suit against the Owner personally obligated to pay the assessment and/or (iii) foreclosure proceeding, whether judicial or non-judicial, the Owner shall be required to pay the costs, expenses and reasonable attorneys' fees incurred by the Association.

**11.06 Lien Subordination:** Any lien established as provided for in these Bylaws, shall be subordinate and inferior to any mortgage or deed of trust in favor of any bank, savings and loan association, insurance company, pension fund, or other similar financial institution or other lender approved by the Board; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a foreclosure sale (whether public or private) of any such Lot pursuant to the terms and conditions of any such mortgage or deed of trust. Such foreclosure sale shall not relieve any new Owner taking title at such sale from liability for the amount of any assessments thereafter becoming due or from a lien arising from any such subsequent assessment.

At the time any mortgage financing or refinancing is obtained for any Lot, which will as provided above be superior to any existing or future assessment lien of the Association, the Owner of such Lot shall within thirty (30) days prior to the consummation of any such mortgage or financing deliver to the Association written notice identifying the lender making such mortgage loan in terms of its full legal name, its current address and telephone number, and the name of an officer or other person within the entity who is responsible for that particular loan account. Upon the written request of any such lender holding a superior lien on any Lot as provided herein, the Association shall report to such lender any unpaid assessments which are delinquent as herein defined. The Association may from time to time, at its own initiative, elect to report delinquent assessments to such mortgage lenders.

## **ARTICLE XII ABATEMENT AND ENJOINMENT OF VIOLATIONS BY OWNERS**

**12.01 Remedies:** The violation of any rule or regulation, or the breach of any Bylaw, or the breach of any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in the Declaration or herein, to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach. Any Owner, who, shall have violated or breached any term or provision of the Bylaws or the Declaration will be given notice of such violation or breach and shall have thirty (30) days after such notice to cure such breach or violation prior to the institution by the Association of any legal proceedings against such Owner.

**12.02 Restricted Use of Common Area:** Each Owner may use the Common Areas in accordance with the purposes for which they were intended. However, the Owner's right to access and use of the common Areas may be restricted if such Owner is in default under the terms and conditions of the Covenants.



**ARTICLE XIII NOTICE**

All notices to Members of the Association shall be given by delivering the same to each Owner in person, by U.S. Mail or by email, addressed to each Owner at the address last given by each Owner to the Secretary of the Association; and posted on the Association-maintained website. If an Owner shall fail to give an address to the Secretary for mailing of such notices, all such notices shall be posted to the street address of the Lot of such Owner, and all owners shall be deemed to have been given notice of the meetings upon the proper delivery of the notices to such addresses irrespective of the actual receipt of the notices by the property Owners.

**ARTICLE XIV COMPLIANCE**

These Bylaws are set forth to comply with the requirements of the laws of the State of Texas. If any of these Bylaws conflict with the provisions of any such statutes, it is hereby agreed and accepted that the provisions of such statutes will apply.

By our signatures hereto, the undersigned, being all of the Initial Directors of the Association, confirm the approval and adoption of these Bylaws as of this \_\_\_\_ day of August, 2013.

Lanny Gilliam, Lanny Gilliam  
Paula Gilliam, Paula Gilliam  
Matt Dulworth, Matt Dulworth  
Valerie Minnick, Valerie Minnick

THE STATE OF TEXAS §  
COUNTY OF NAVARRO §

This instrument was acknowledged before me on 13<sup>th</sup> day of Sept, 2013, by Lanny Gilliam, Vice President of Chambers Landing Homeowners Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

Sherry Dowd  
Notary Public Signature



STATE OF TEXAS  
COUNTY OF NAVARRO  
I hereby certify that this instrument was recorded and stamped hereon by me on the date and time stamped hereon by me and recorded and stamped hereon by me.

Sherry Dowd, COUNTY CLERK  
Navarro County

Sep 13, 2013

By,  
Gena Chandler

Receipt Number - 56795

Amount: 48.00

Document Number: 00007728

Recordings

As of

On: Sep 13, 2013 at 11:09A

Filed for Record in:  
Navarro County

AFTER RECORDING RETURN TO:  
Chambers Landing Homeowners Association, Inc.  
Jane Abel, Secretary  
Post Office Box 1353  
Corsicana, Texas 75151