

THIRD AMENDMENT TO THE DECLARATION AND
MASTER DEED FOR CHANDELLE CONDOMINIUM
AND THE BY-LAWS OF
CHANDELLE CONDOMINIUM ASSOCIATION, INC.

This Third Amendment to the Declaration and Master Deed for Chandelle Condominium and the By-Laws of Chandelle Condominium Association, Inc., made as of 28th day of February, 2020 by Chandelle Condominium Association, Inc., (Homeowners Association).

WITNESSETH:

WHEREAS, the original Declarant of the Condominium (Wadley Plaza Associates, a Texas Joint Venture) filed a Declaration Master Deed or a Condominium Association thereafter to be known as the Chandelle Condominium and which the Declaration together with its Master Deed and By-Laws were recorded in Condominium Records, Volume 1, Page 285 of the Condominium Records for Midland County, Texas and which were dated September 25, 1978. Thereafter, an unrecorded Amendment (style First Amendment to Exhibit "A" to Declaration and Master Deed Condominium By-Laws of Chandelle Condominium Association, Inc.) was executed and filed in the minutes of the association dated October 19, 1978, and

WHEREAS, A Second Amendment to the Declaration and By-Laws was recorded for Chandelle Condominium Association, Inc. was recorded on June 6, 1980 in the Condominium Records at Volume 1, Page 345, Condominium Records of Midland County, Texas; and

WHEREAS, the association by and through its board of directors have determined that it is necessary and in the best interest of the Condominium Association to amend the Declaration and Master Deed and By-Laws for Chandelle Condominiums Association, Inc.;

NOW, THEREFORE, the board of directors for Chandelle Condominium Association, Inc., a Texas Condominium Corporation, does declare that the Declaration be, and the same hereby is, amended by a Third Amendment to the said Declaration and Master Deed and By-Laws so that now the following Articles and Sections are amended to read hereinafter as follows:

Article 1, Section 3 Subsection E and F of the By-Laws (part of Exhibit "A" of the Declaration) shall read hereinafter as follows:

"(E) Meetings. There shall be an annual meeting of the members of the Association, and other meetings may be provided for in the By-Laws of the Association. Notice of time, place and subject matter of all meetings, as provided in the By-Laws of the Association shall be personally delivered, electronically delivered (email) or mail, and if mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association with postage thereon paid and sent at least (10) days before the date of the meeting.

(F) Quorum. Members holding twenty (20) of the votes entitled to be cast, represented in person or by proxy shall constitute a quorum. A vote of the majority of the votes entitled to be cast by the Members present shall be the act of the Members unless the vote of a greater number is required by law or these By-Laws."

Article 1, Section 4 of the original articles and the Second Amendment thereto are amended to read as follows:

"The Association shall keep or cause to be kept detailed books of account showing all expenditures and receipts of the administration of the Condominium Project which all specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and

the Owners. Such books shall be open for inspection by the Owners and their mortgagees during reasonable working hours on weekdays.”

Article 1 is hereby amended by adding thereto Section 8 and it shall read as follows:

A. Board of Directors: The corporate powers of the Association shall be vested and controlled by a board of 5 directors who must be a owner of a Chandelle Condominium unit. Half of said directors shall constitute a quorum for the transition of business.

B. Nomination: Prior to the annual meeting of the Members, nominations for the office of a member of the Board of Directors shall be made to presiding Board of Directors. The Board of Directors shall record as many nominations for election to the Board of Directors as it shall determine, at its discretion, but not less than the number of vacancies that are to filled. Nominations may also be made by Members from the floor at the annual meeting. Such nominations may be made only from among Members. A candidate for the Board of Directors must be current with their Assessed Dues.

C. Vacancies: Vacancies in the Board of Directors shall be filled by vote of the remaining Directors and any such appointed Director shall hold office for the unexpired term of his predecessor.

D. Election. The Directors shall be elected at the annual meeting of the Members and will each serve terms of one two-year term or until their successors are elected. The names receiving the largest number of votes shall be elected. No director may serve on the Board more than three consecutive terms. If a director fulfills another director’s unexpired term, regardless of the number of months or days, that unexpired term shall count as one term for purposed of the limitation therein. Election to the Board of Directors shall be by secret written or electronic ballot.

E. Removal of Director. (a) at any special meeting of the Association, any one or more of the Directors will be removed with or without cause at any time by affirmative vote of a quorum of the

membership, and a successor may then be appointed by the Board of Directors to fill the vacancy thus created. Any director whose removal has been proposed by the Members of the Association shall be given an opportunity to be heard at the meeting. In the event of death, resignation or removal of a director, his successor shall be elected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

(b) In the event a Director is removed from the elected office, for whatever reason(s) , shall become ineligible to run for or hold office again in the Association.

F. Compensation. Directors shall not receive any stated salary or compensation of any services rendered to the Association. No Director shall receive any compensation (kickback) for favorable or recommended services from any contractor for services rendered to Association. Should any action of that nature occur, then the board member shall be removed immediately.

G. MEETINGS

i. Regular meeting of the Board of Directors may be held monthly, or quarterly, at the discretion of the board members.

ii. Special meetings of Board of Directors may be called by written or electronic notice signed by the President of the Association. Notice shall be given to the board members 48 hours in advance and shall state the time, place and nature of any special business to be considered.

iii. Action Taken Without A Meeting 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 or electronic approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors and should be recorded in the minutes thereof.

iv. Quorum. Half of the elected Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the board.

H. OFFICERS. The officers of the Association shall be a President, a Vice President, a Secretary, a Treasurer and such other Officers and Assistant Officers as the Board of Directors may from time to time create. The Officers of the Board must be Members of the Association.

The Officers shall be chosen by a majority vote of the Board of Directors and shall hold office until the next annual meeting of the Association, unless they shall resign or become disqualified to serve. Removal of an Officer shall also be by a majority vote of the Board of Directors.

The President shall preside over all meetings of the members and of the Board of Directors, he or she shall sign as President all deeds, contracts, notes, leases, and other written instruments, and shall have general supervision, direction and control of the business of the Association.

The Secretary shall be responsible to keep a record of all meetings and proceedings of the Board of Directors and of the Members, keep proper books and records of the Association, keep appropriate records of the Members, keep proper books and records of the Association, together with their addresses as furnished him by such Members, and serve notices of meetings of the Board of Directors and of the Members as required by law or these By-Laws.

The Treasurer shall be responsible for such accounts as the Board of Directors may direct, all the funds of the Association, and shall disburse such funds as directed by a resolution of the Board, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board."

Article 2, Section 2 is hereinafter amended to read as follows:

“SECTION 2:

A. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management, and maintenance of the Condominium Project including a reasonable allowance for contingencies and reserves. Such reserves shall include without limitation an adequate reserve fund for the maintenance, repair and replacement of those Common Elements that must be replaced on a periodic basis and shall be payable in regular installments rather than by special assessment. The assessment (Homeowner Dues) for such year will be established by the adoption of such annual budget by the Board of Directors of the Association. Copies of such budget shall be delivered to each Owner, although the delivery of a copy of the budget to each Owner shall not affect the liability of any Owner for any existing or future assessments (Homeowner Dues.) Should the Board of Directors at any time determine, in the sole discretion of said Board of Directors, that the assessments (Homeowner Dues) levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium Project in any fiscal year, then the Board of Directors shall have the authority at any time and from time to time levy such additional assessment or assessments (Homeowners Dues) as it shall deem to be necessary for that purpose.

B. Special assessments, assessments other than those described in Subsection A, may be made by the Board of Directors of the Association at any time, and from time to time, to meet other needs or requirements of the Association and the Condominium Project including, but not limited to, assessments for costs described in Section 5, of Article 1 and for capital

improvements in excess of 20% of the Annual Budget. However, any such special assessment shall not be levied without prior approval of at least sixty seven per cent (67%) of the percentage of values of all of the owners unless such assessment is a demand of the Associations carrier of its Master Policy or Limited Liability Insurance for a repair that is necessary to keep the insurance policy in force but does not exceed \$75,000."

Article 5, Section 3 is hereinafter amended to read as follows:

"Each owner shall be responsible for the reconstruction, repair, or replacement of the interior of the unit, including but not limited to, furniture, furnishings, and other items of personal property within the Unit. Each owner shall be responsible for the costs for reconstruction, repair, or replacement within the interior surface of the unit from the studs, sheetrock, texture, insulation and paint."

Except as herein specifically amended, the Declaration and By-Laws and prior amendments thereto shall remain unchanged and in full force and effect including those amendments that have not been amended by this Third Amendment to the Declaration and Master Deed for Chandelle Condominiums and the By-Laws of Chandelle Condominiums Association, Inc.

IT WITNESS WHEREOF, Chandelle Condominiums Association, Inc. has caused this amendment to be executed as of the date first above written.

Chandelle Condominiums Association, Inc.

By:

Chelsea Perry
President, HOA Board
for Chandelle
Chelsea Perry

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STATE OF TEXAS

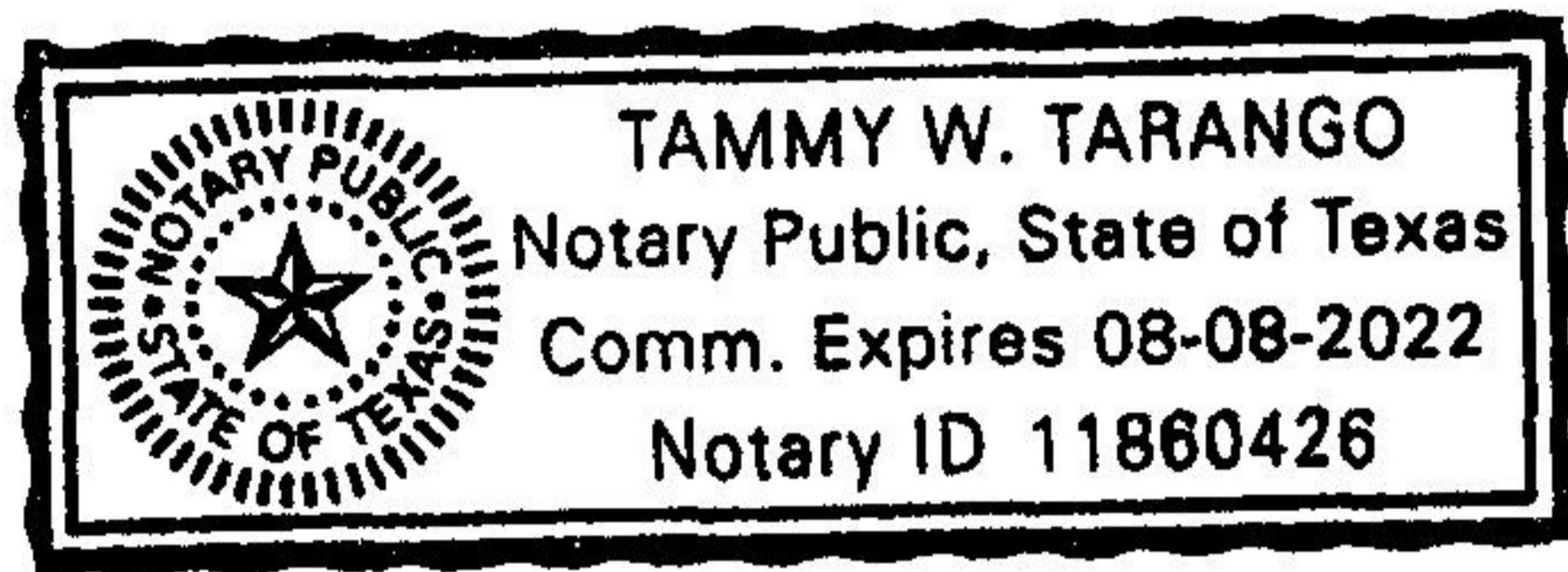
COUNTY OF MIDLAND

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Midland County Clerk Unofficial Copy

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This instrument was acknowledged before me on the 28 day of February, 2020, by Alexandra Fervier, HOA President of Chandelle Condominiums Association, Inc., a Texas Corporation on behalf of said corporation.



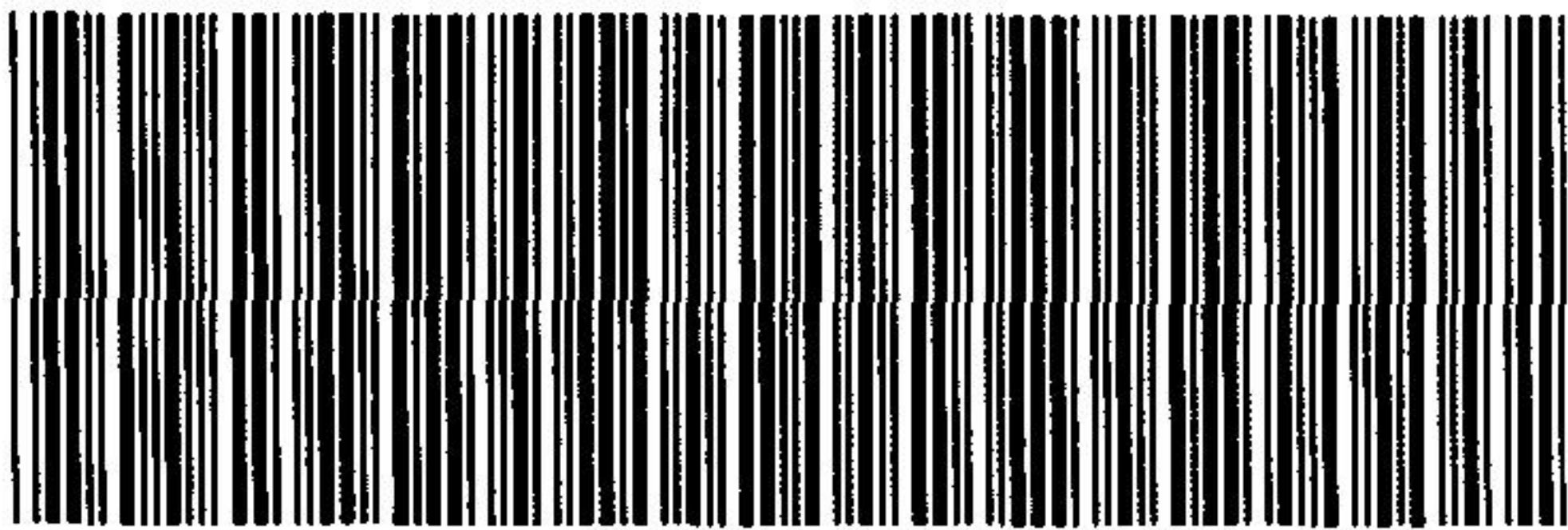
Tammy W Tarango
Notary Public, State of Texas

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VG-41-2020-14822

Midland County
Alison Haley
Midland County Clerk

Midland County Clerk Unofficial Copy

Midland County Clerk Unofficial Copy

Instrument Number: 14822

Real Property Recordings

Recorded On: May 29, 2020 02:03 PM

Number of Pages: 9

" Examined and Charged as Follows: "

Total Recording: \$54.00

Midland County Clerk Unofficial Copy

Midland County Clerk Unofficial Copy

***** 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.

File Information:

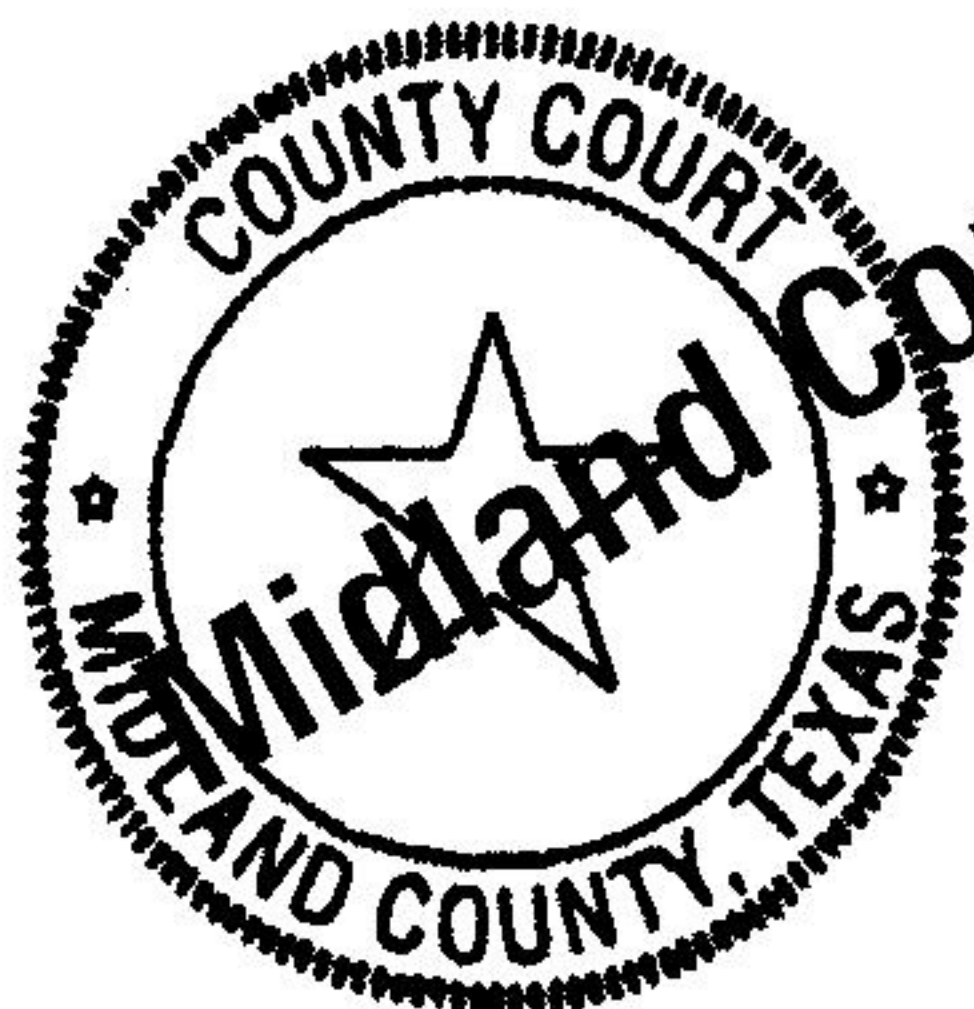
Document Number: 14822
Receipt Number: 20200529000128
Recorded Date/Time: May 29, 2020 02:03 PM
User: Amanda D
Station: cc10299

Record and Return To:

BETTY J PETREE
P O BOX 50462
MIDLAND TX 79710

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STATE OF TEXAS
Midland County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Midland County, Texas

Alison Haley
Midland County Clerk
Midland County, TX