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**Brazos County, TX
Karen McQueen
County Clerk**

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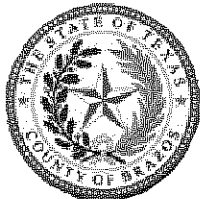
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Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.



I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the Official Public records of BRAZOS COUNTY, TEXAS

Honorable Karen McQueen, County Clerk, Brazos County

U Title No. 168099F MR

BYLAWS
OF
THE MEADOWS AT MILLICAN RESERVE
COMMUNITY FOUNDATION

ARTICLE I
OFFICES

Section 1 - Principal Office

The principal office of THE MEADOWS AT MILLICAN RESERVE COMMUNITY FOUNDATION, (d/b/a The Meadows Community Foundation and herein sometimes called "Foundation") in the State of Texas shall be located at 19888 SH 6 South, College Station, TX 77845. The Foundation may have other offices, either within or without the State of Texas, as the Board of Directors may determine or as the affairs of the Foundation may require from time to time.

Section 2 - Registered Office and Registered Agent

The Foundation shall have and continuously maintain in the State of Texas a registered office, and a registered agent whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act. The registered office may be, but need not be, identical with the principal office of the Foundation in the State of Texas, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE II
MEMBERS

Membership in this Foundation shall be as follows: Every person who is a Meadows Owner of any Meadows Lot (whether one or more persons or entities) which is subject to a Meadows Assessment (as those terms are defined in the Supplemental Declaration of Covenants, Conditions, Restrictions, Reservations, Easements and Rights for Millican Reserve to Create the Village of the Meadows filed in the Official Real Property Records of Brazos County, Texas, and hereinafter referred to as the "Declaration"), shall automatically become members (each a "Member") of the Foundation upon becoming a Meadows Owner of any Meadows Lot which is subject to a Meadows Assessment and shall continue to be Members as long as they are Meadows Owners. The Meadows Initial Owner (as defined in the Declaration), is also a Member. The Meadows Initial Owner shall continue to be a Member as long as the Meadows Initial Owner is a Meadows Owner of any portion of the Property.

Members shall be liable to the Foundation for Assessments as are provided for in the

Declaration. The Board shall be authorized to take such actions, including filing suit, to collect any past due Assessments.

ARTICLE III

MEETINGS OF MEMBERS

Section I - Annual Meeting

An annual meeting of the Members shall be held at a time and place designated by the Board of Directors with no less than ten (10) days notice.

Section 2 - Special Meetings

Special meetings of the membership of this Foundation shall be called upon written request signed by Members owning at least fifty percent (50%) of the voting rights in the Association.

Section 3 - Notices of Meetings

Except as otherwise provided in these Bylaws, written or printed notice stating the place, day and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, not less than ten (10) nor more than sixty (60) days before the date of such meeting, by or at the direction of the President, or the Board of Directors. In case of a special meeting or when required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed the notice of the meeting 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 Foundation, with postage thereon prepaid.

Section 4 - Actions Without Meeting

Any action required by law to be taken at a meeting of the Members or any action which may be taken at a meeting of the Members may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter thereof.

Section 5 - Quorum

With respect to any annual or special "general" membership meeting of the Foundation, at the first call of such meeting, the presence at the meeting in person or by proxy of sixty-six percent (67%) of the total votes of the membership shall constitute a quorum. If the required

quorum is not forthcoming, at such meetings, the meeting may be adjourned and recalled on the same day, and the required quorum at such meeting shall be one-half (1/2) the required quorum at such meeting immediately preceding. This procedure shall be continued until a quorum has been obtained; provided however, that such reduced quorum shall not be applicable at a subsequent meeting held more than sixty (60) days following the originally scheduled meeting.

Section 6 – Proxies

At any meeting of Members, a Member entitled to vote may vote by electronic ballot or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution.

Section 7 – Voting

In all matters submitted to a vote of the Members of the Foundation, there shall be two classes of voting memberships:

(a) Class A: Each Meadows Owner, whether one or more persons or entities, of a Meadows Lot shall, upon and by virtue of becoming such Meadows Owner, automatically become a Class A Member of the Foundation and shall remain a Class A Member thereof until his ownership ceases for any reason as stated above but there shall only be one (1) vote per Meadows Lot. Class A Members shall be all Members other than Class B Members. Meadows Initial Owner shall become a Class A Member with regard to Meadows Lot(s) owned by Meadows Initial Owner upon conversion of Meadows Initial Owner's Class B membership to Class A membership as provided herein below.

(b) Class B: The Class B Member shall be the Meadows Initial Owner. The Class B Member shall be entitled to five (5) votes per Meadows Lot owned. The Class B membership shall cease and be converted to Class A membership upon the expiration of the Meadows Development Period (as defined in the Declaration). The Meadows Initial Owner, in its sole and absolute discretion, may convert Class B membership to Class A membership at any time in a document recorded in the Official Public Records of Brazos County, Texas.

If Town Founder (as defined in the Declaration) determines, at Town Founder's sole discretion, that the Foundation is capable of performing the necessary duties as defined herein, the Town Founder, reserves the right at any time to turn over any of its rights and duties to the Foundation, or to unilaterally convert the Meadows Initial Owner's membership status from Class B to Class A.

Reinstatement of Class B Votes. Notwithstanding the provisions above, if additional property is made subject to the jurisdiction of the Foundation pursuant to a Meadows Supplemental Declaration (as defined in the Declaration), or if Meadows Initial Owner repurchases any Meadows Lot, such that Meadows Initial Owner again owns any Meadows Lot, then the

provisions regarding Class B votes, above, shall be automatically reinstated ipso facto and the Meadows Initial Owner shall be regarded as a Class B Member entitled to five (5) votes per Meadows Lot owned as per subsection (b), above.

(c) Joint Owner Disputes. The vote for each Meadows Lot shall, if at all, be cast as a unit, and fractional votes shall not be allowed. In the event that joint Meadows Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. The submittal of conflicting votes by Members voting on behalf of the same Tract shall invalidate those votes. If any Owner casts a vote representing a certain Meadows Lot, it will thereafter be conclusively presumed for all purposes that he/she or they were acting with the authority and consent of all other Meadows Owners of the same Meadows Lot.

Cumulative voting shall not be allowed.

(d) Transfer of Voting Rights. The right to vote may not be severed or separated from the ownership of the Meadows Lot to which it is appurtenant. Any sale, transfer or conveyance of such a Meadows Lot to a new Meadows Owner or Meadows Owners shall operate automatically to transfer the appurtenant vote to the new Meadows Owner(s).

ARTICLE IV

BOARD OF DIRECTORS

Section 1 - Composition and Authority of Board

The affairs of the Foundation shall be managed by the Board of Directors. The Board of Directors shall consist of three (3) persons. The initial Board shall be appointed by the Town Founder. The Board appointed by the Town Founder shall exist until the expiration of the Meadows Development Period, at which time the Members shall elect a Board as provided in Article IV Section 3.

Notwithstanding the foregoing, on or before the 10th anniversary of the date the Declaration is recorded in the Official Public Records of Brazos County, Texas, or sooner, as determined by Town Founder, the Board will call a meeting of the Members for the purpose of electing one-third of the Board (the "Initial Meadows Member Election Meeting"), which Board member(s) must be elected by the Meadows Owners other than the Town Founder. Town Founder shall continue to have the sole right to appoint and remove two-thirds of the Board from and after the Initial Meadows Member Election Meeting until the expiration of the Meadows Development Period.

Section 2 - Terms of Office

Each Director shall be elected for a term of one (1) year from the date of appointment, and

thereafter, until his successor is duly chosen and qualified. Except as otherwise provided herein, any Director vacancy, from whatever cause, occurring before the expiration of the Meadows Development Period shall be filled by appointment made by the Town Founder and the person appointed to fill such vacancy shall serve for the remainder of the term. If a Director dies, resigns or becomes disabled after the expiration of the Meadows Development Period, his successor shall be selected by the remaining Directors and shall serve for the unexpired term of the Director he replaces. If a Director is removed after the expiration of the Meadows Development Period, his successor shall be elected by the Members in accordance with Article IV Section 3.

Section 3 - Election Procedure

Directors shall be chosen at the annual meeting of the Members of the Foundation. Voting shall be as provided in Article III, Section 7 above. Cumulative voting shall not be permitted. Each Director shall hold office until a successor is elected and qualified. A Director may be elected to succeed himself or herself as Director.

Section 4 - Meetings of the Board of Directors

Regular meetings of the Board of Directors shall be held at such times and places as the Board shall determine, provided that physical meetings shall be held in Brazos County or in a contiguous county. Members shall be given advance notice of meetings and the opportunity to observe meetings in accordance with Texas law.

Special meetings of the Board of Directors of this Foundation shall be called by a majority of the Board of Directors. Special meetings shall not convene prior to seventy-two (72) hours after the Secretary has given notice of such special meetings.

Section 5 – Quorum

Two (2) Directors shall constitute a quorum of the Board of Directors.

Section 6 - Duties of Directors

It shall be the duty of the Board of Directors to conduct all affairs of this Foundation; to control and supervise the handling of all funds and property; to cause a complete record to be kept of all meetings and acts; to carry out the purposes for which the Foundation was formed and to make Assessments as provided in the Declaration.

ARTICLE V

OFFICERS

Section 1 - Officers

The officers of the Foundation shall be a President, one or more Vice Presidents, a Secretary, and a Treasurer, and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any person may hold more than one office at a given time. An officer may succeed himself in the same office.

Section 2 - Election of Officers

The officers of the Foundation shall serve at the pleasure of the Board of Directors.

Section 3 - President

The President shall be the principal executive officer of the Foundation and shall in general supervise and control all of the business and affairs of the Foundation. He shall preside at all meetings of the Members and of the Board of Directors, and in general he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 4 - Vice President

The Vice President shall serve as President in the President's absence and shall perform all functions of the President at such times as the President is unavailable to act. The Vice President shall perform such other duties as shall be delegated to him by the President or the Board of Directors.

Section 5 - Treasurer

The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Foundation; receive and give receipts for moneys due and payable to the Foundation from any source whatsoever, and deposit all such moneys in the name of the Foundation in such banks, trust companies, or other depositories as shall be selected by the Board of Directors, and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 6 - Secretary

The Secretary shall keep the minutes of the meetings of the Members and of the Board of Directors in one or more books provided for that purpose; give all notices in accordance with the provisions of these Bylaws, or as required by law; be custodian of the corporate records; keep a register of the post-office address of each Member which shall be furnished to the Secretary by each Member; and, in general, perform all duties incident to the office of Secretary and such other

duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7 - Assistant Treasurer and Assistant Secretary

Any Assistant Treasurer and any Assistant Secretary in general shall perform such duties as shall be assigned to them by the Treasurer or the Secretary or by the President or the Board of Directors.

ARTICLE VI

CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

Section 1 - Authority of Officers

The Board of Directors may authorize any officer or officers, agent or agents of the Foundation, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Foundation. Such authority may be general or confined to specific instances.

Section 2 - Negotiable Instruments

All checks, drafts, or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Foundation shall be signed by such officer or officers, agent or agents of the Foundation and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the Foundation.

Section 3 - Depositories

All funds of the Foundation shall be deposited from time to time to the credit of the Foundation in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 4 - Contributions, Gifts, Bequests and Devises

The Board of Directors may accept on behalf of the Foundation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Foundation.

ARTICLE VII

CERTIFICATE OF MEMBERSHIP

Section 1 - Certificates

The Board of Directors may provide for the issuance of certificates evidencing membership in the Foundation, which shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary. All certificates evidencing membership of any class shall be consecutively numbered. The name and address of each Member and the date of issuance of the certificate shall be entered on the records of the Foundation. If any certificate shall become lost, mutilated, or destroyed, a new certificate may be issued therefor on such terms and conditions as the Board of Directors may determine.

ARTICLE VIII

BOOKS AND RECORDS

Section 1 - Books and Records

The Foundation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Members, Board of Directors, and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the Members entitled to vote. All books and records of the Foundation may be inspected by any Member or his agent or attorney for any proper purpose at any reasonable time.

ARTICLE IX

FISCAL YEAR

Section 1 - Fiscal Year

The fiscal year of the Foundation shall begin on the first day of January and end on the last day in December in each year.

ARTICLE X

AMENDMENTS

Section 1 - Procedure

These By-Laws may be amended by the affirmative vote of Members entitled to cast at least two-thirds (2/3) of the votes. Any vote to amend these By-Laws must be taken at a general or special meeting of the Members after distributing to the membership at least twenty-one (21) days before such meeting a notice of the proposed amendments.

ARTICLE XI

WAIVER OF NOTICE

Section 1 - Effect of Waiver

Whenever any notice is required to be given under the provisions of the Texas Non-Profit Corporation Act or under the provisions of the Articles of Incorporation or the Bylaws of the Foundation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

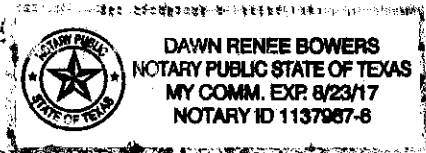
ADOPTED this 21 day of June, 2017.

[Signature]
Secretary

Caitlin Adney (print name)

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This instrument has been adopted and signed on this the 21 day of June, 2017, by the person whose name and signature appears above.



[Signature]
Notary Public, State of Texas

APPROVED:

[Signature]
President

John E. McFarlane, Jr. (print name)

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This instrument has been approved and signed on this the 21 day of June, 2017, by the person whose name and signature appears above.



[Signature]
Notary Public, State of Texas