

**WINDWOOD PLACE OF CANYON  
HOME OWNER'S  
ASSOCIATION, INC.**  
(A Texas non-profit corporation)

**AMENDED AND RESTATED  
BYLAWS**  
dated July 19, 2022

# **AMENDED AND RESTATED BYLAWS**

**of**  
**WINDWOOD PLACE OF CANYON HOME OWNER'S**  
**ASSOCIATION, INC.**  
(A Texas non-profit corporation)

## **RECITALS**

Windwood Place of Canyon Home Owner's Association, Inc. (the "Association") was formed as a Texas non-profit corporation under the Texas Non-Profit Corporation Act or any successor statute, as amended from time to time, by the filing of Articles of Incorporation with the Secretary of State of Texas on January 14, 1980. The initial Board of Directors of the Association adopted Bylaws dated January 15, 1980 (the "Bylaws" as defined hereinafter).

The Bylaws were thereafter subject to various amendments dated March 15, 2003, August 22, 2006, January 31, 2009, and September 22, 2015.

To provide for the management of the Association, and to amend and restate the Bylaws and its subsequent amendments in their entirety, these Amended and Restated Bylaws of Windwood Place of the Association are dated and effective as of July 19, 2022.

## **ARTICLE I.** **DEFINED TERMS**

*[Cross reference: DCR Article I]*

All capitalized terms when used in these Amended and Restated Bylaws (unless the context shall prohibit) shall have the following meanings:

- a. "Agent" or "Agents" shall mean and refer to such person(s) appointed or solicited by the Directors to act on behalf of the Association, whether in a committee or on their own.
- b. "Amended and Restated Bylaws" shall mean and refer to these Amended and Restated Bylaws dated July 19, 2022.
- c. "Association" shall mean and refer to the Windwood Place of Canyon Home Owner's Association, Inc., its successors, and assigns.
- d. "Board of Directors" shall mean and refer collectively to those parties elected as described hereinafter in Article V of these Amended and Restated Bylaws.

- e. "Bylaws" shall mean the initial Bylaws adopted by the Board of Directors of the Association on January 15, 1980.
- f. "Common Properties" shall mean and refer to those areas of land shown as such on the recorded plat of the Properties and intended to be devoted to the common use and enjoyment of the Owners of the Properties.
- g. "Declaration of Covenants and Restrictions" shall mean and refer to that certain Declaration of Covenants and Restrictions dated January 9, 1980, executed by H. Root Company, "Developer," recorded in Volume 702, Page 527 of the Deed Records of Randall County, Texas (hereinafter referenced as the "DCR").
- h. "Developer" shall mean and refer to H. Root Company, its successors, and assigns, if such successors and assigns should acquire more than one undeveloped Lot from the Developer for the purpose of development.
- i. "Director" or "Directors" shall mean and refer, individually or collectively, to those parties serving on the Board of Directors. The Board of Directors shall be referred to and equated with the Officers of the Association.
- j. "Lot" or "Lots" shall mean and refer to any plot(s) of land shown on the recorded subdivision map of the Properties with the exception of the Common Properties as hereinbefore defined.
- k. "Majority of Owners" shall mean those Owners cumulatively holding fifty-one percent (51%) or more of the votes in accordance with *DCR Article I, Section 1(e)*.
- l. "Member" or "Members" shall mean and refer to those Owner(s) who are members of the Association as provided in *DCR Article III, Section 1*, defined therein as "Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member." See also "Owner" or "Owners" as defined hereinbelow.
- m. "Officer" or "Officers" shall mean and refer, individually or collectively, to those parties appointed by the Board of Directors and as described hereinafter in Article VI of these Amended and Restated Bylaws. The Officers shall be referred to and equated with the Board of Directors of the Association.
- n. "Owner" or "Owners" shall mean and refer to the record owner(s), whether one or more persons or entities, of the fee simple title to any Lot situated upon the Properties, but notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. See also "Member" or "Members" as defined hereinabove.
- o. "Properties" shall mean and refer to all of Windwood Place Unit 1, an Addition to the City of Canyon, Randall County, Texas, as shown by the plat recorded in Volume 702, Page 525, of the Deed Records of Randall County, Texas, and as further described in *DCR Article II, Section 1*.

**ARTICLE II.**  
**APPLICABILITY OF AMENDED AND RESTATED BYLAWS**

SECTION I. Applicability.

The provisions of these Amended and Restated Bylaws are applicable to the Properties.

SECTION II. Personal Application.

All present or future Owners or tenants, future tenants or their employees, or any other person that might use the Properties in any manner, are subject to the regulations set forth in these Amended and Restated Bylaws and the DCR.

The mere acquisition or rental of any Lot or the mere act of occupancy of any Lot will signify that these Amended and Restated Bylaws and the provisions of the DCR are accepted, ratified, and will be complied with.

**ARTICLE III.**  
**VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES**  
[Cross reference: DCR Article III; DCR Article V, Sections 4-6.]

SECTION I. Voting.

Voting shall be as set forth in *DCR Article III*.

SECTION II. Majority of Owners.

As used in these Amended and Restated Bylaws, the term “Majority of Owners” shall mean those Owners cumulatively holding fifty-one percent (51%) of the votes in accordance with *DCR Article I, Section 1(e)*.

SECTION III. Quorum.

Except as otherwise provided in these Amended and Restated Bylaws, the presence in person or by proxy of a Majority of Owners shall constitute a quorum.

SECTION IV. Proxies.

Votes may be cast in person or by proxy. Proxy must be filed with the Secretary before the appointed time for each meeting.

## **ARTICLE IV. ADMINISTRATION**

### **SECTION I. Association Responsibilities.**

The Owners shall constitute the Association who will have the responsibility of administering the properties through a Board of Directors, approving the annual budget, establishing and collecting monthly assessments, and arranging for the management of the properties pursuant to an agreement containing provisions related to the duties, obligations, removal and compensation of the management agent. Except as otherwise provided, decisions and resolutions of the Association shall require approval by a Majority of Owners and the decision of the Majority of Owners shall be binding on each and all Owners, subject to the right of Owners to seek other remedies provided by law.

### **SECTION II. Place of Meeting.**

Meetings of the Association shall be held at a suitable place convenient to the Owners as may be designated by the Board of Directors.

### **SECTION III. Annual Meetings.**

The annual meetings of the Association shall be held at the discretion of the Board of Directors. At such meetings there shall be elected a Board of Directors in accordance with the requirements of Article V, Section V of these Amended and Restated Bylaws. The Owners may also transact such other business of the Association as may properly come before them.

### **SECTION IV. Special Meetings.**

It shall be the duty of the President to call a Special Meeting of the Owners as directed by resolution of the Board of Directors or upon a petition signed by a Majority of Owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5ths) of the Owners present or represented by proxy.

### **SECTION V. Notice of Meetings.**

Thirty (30) day written notice of annual meetings to Owners is required. The notice shall state the purpose of the meeting, and the time and place where it is to be held. Mailing or e-mailing of a notice as provided below shall be considered notice served.

It shall be the duty of the Secretary to notify each Owner of each annual and special meeting by:

- (a) posting notice on the bulletin board at the mail box station kiosk (insofar as for annual meetings, at least ten (10) days prior to the annual meeting);
- (b) by mail (defined as correspondence in writing, by United State Postal Service, postage prepaid, addressed to the Owner at the address appearing on the books of the Association), or by electronic mail ("e-mail") addressed to the Owner at the e-mail address appearing on the books of the Association; or
- (c) in any other method permitted by law.

## SECTION VI. Adjourned Meetings.

In the absence of a quorum, the Owners who are represented either in person or by proxy may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. [*Cross reference: DCR Article V, Section 6*]

## SECTION VII. Order of Business.

The order of business at all meetings shall be as follows:

- (a) Roll call;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading of minutes of preceding meeting, or vote to approve minutes if circulated electronically prior to the meeting;
- (d) Officer's reports;
- (e) Committee reports;
- (f) Election of Board of Directors;
- (g) Unfinished business;
- (h) New business;
- (i) Adjournment.

## **ARTICLE V. BOARD OF DIRECTORS**

### SECTION I. Number and Qualifications.

The affairs of the Association shall be governed by a Board of Directors composed of four (4) persons. To qualify to serve as a Director, each Director shall own at least one (1) Lot.

### SECTION II. Powers and Duties.

The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are permitted by law or by these Amended and Restated Bylaws or the DCR, direction to be exercised by the Owners.

### SECTION III. Other Duties.

In addition to the duties imposed by these Amended and Restated Bylaws or DCR of the Association, and on behalf of the Association, the Board of Directors shall be responsible for the following:

- (a) Care, upkeep and surveillance of the Properties and Common Properties;
- (b) Collection of monthly assessments from the Owners; and
- (c) Designation and dismissal of personnel necessary for the maintenance and operation of the Properties and the Common Properties.

#### SECTION IV. Management Agent.

The Board of Directors may, should they so deem necessary, employ for the Association a management agent at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize including, but not limited to, the duties listed in Section III of this Article.

#### SECTION V. Election and Term of Office.

Directors shall be elected by a Majority of Owners at the first annual meeting of the Association. The term of each Director is one (1) year. Each Director shall hold office until their successors have been elected and hold their first meeting.

#### SECTION VI. Vacancies.

Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association as 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.

#### SECTION VII. 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 Majority of Owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

#### SECTION XIII. Resignation.

Any Director may resign by giving written notice to the President or Secretary. The resignation shall take effect at the time specified therein, or immediately if no time is specified. Unless otherwise specified therein, the acceptance of any such resignation shall not be necessary to make it effective.

#### SECTION VIII. Organization Meeting.

The first meeting of the newly elected Board of Directors shall be held within ten (10) days of election 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, provided a majority of the whole Board of Directors shall be present.

#### SECTION IX. Regular Meetings.

Regular meetings of the Board of Directors may be held at such time and place as shall be determined by a majority of the Directors, but at least one such meeting shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone, or e-mail, at least three (3) days prior to the day named for such meeting.

#### SECTION X. Special Meetings.

Special meetings of the Board of Directors may be called by the President on notice to each Director, given personally or by mail, telephone or e-mail, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice upon request of at least one (1) Director.

#### SECTION XII. Waiver of Notice.

Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board of Directors, no notice shall be required, and any business may be transacted at such meeting.

#### SECTION XII. 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 shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum, the majority of those present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

### **ARTICLE VI. OFFICERS**

#### SECTION I. Designation.

The principal Officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be appointed by the Board of Directors. The Directors may appoint such other officers as in their judgment as may be necessary, however, any additional officers appointed by the Directors shall not serve as Directors. The offices of Treasurer and Secretary may be filled by the same person.

#### SECTION II. Appointment and Term of Officers.

The Officers of the Association shall be appointed annually by the Board of Directors at the organizational meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors. Each Officer appointed shall serve until the end of his one (1) year term or, if earlier, his death, resignation, or removal.



### SECTION III. Removal of Officers.

Any Officer or Agent elected or appointed by the Board of Directors may be removed upon an affirmative vote of the majority of the members of the Board of Directors whenever in its sole judgment the best interests of the Association will be served thereby for any reason. Such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an Officer or Agent shall not of itself create contract rights. A successor to any Officer or Agent so removed shall be appointed at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

### SECTION IV. Vacancies.

Any vacancy occurring in any office (by death, resignation, or removal or otherwise) may be filled by the Board of Directors.

### SECTION IV. Duties of Officers and Agents.

Officers and their Agents shall have such authority and perform such duties in the management of the Association as are provided in these Amended and Restated Bylaws or as may be determined by resolution of the Board of Directors not inconsistent with these Amended and Restated Bylaws. The duties of the Officers are outlined as follows:

- (a) 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. The President shall have all the general powers and duties which are usually vested in the office of President of a corporation, including, but not limited to, the power to appoint committees and Agents from among the Owners from time to time as the President may in his/her discretion decide is appropriate to assist in the conduct of the affairs of the Association.
- (b) Vice-President. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor Vice-President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to do so on an interim basis. The Vice-President shall also perform other duties as shall from time to time be imposed upon him by the Board of Directors.
- (c) Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association. The Secretary shall record all votes, actions and the minutes of all proceedings in a corporate book to be kept for that purpose. The Secretary shall have charge of such books and papers as the Board of Directors may direct. The Secretary shall give, or cause to be given, notice of all meetings of the Board of Directors. The Secretary shall, in general, perform all of the duties incident to the office of Secretary.
- (d) Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors.

## **ARTICLE VII OBLIGATIONS OF THE OWNERS**

### SECTION I. Assessments.

All Owners are obligated to pay monthly assessments as set forth in the DCR to meet the expenses of the Association, Common Properties and the Properties as set forth in the DCR, which may include a liability insurance premium and an insurance premium for a policy to cover repair and reconstruction work in case of fire, tornado or other hazard. The assessments shall be made as set forth in the DCR. [*Cross reference: DCR, Article V; DCR Article VI, Section 2*]

### SECTION II. Maintenance and Repair.

- (a) Every Owner must perform promptly all maintenance and repair work on improvements located on his Lot, which if omitted would affect the Properties in their entirety or in a part belonging to other, being expressly responsible for the damages and liabilities that his failure to do so may engender. [*Cross reference: DCR, Article VI, Section 4; DCR Article VIII, Sections 1 and 2*];
- (b) All the repairs of internal installations for each Lot such as water, light, air conditioners, sanitary installations, doors, windows, lamps, and other accessories belonging to the improvements located on any Lot shall be at the Lot Owner's expense; and
- (c) An Owner shall reimburse the Association for any expenditure(s) incurred in repair or replacement of any Common Properties and facilities damaged through his fault. [*Cross reference: DCR, Article VIII, Sections 1 and 2*].

### SECTION III. Use of Lots – Improvement Changes.

The use of the Lots and any changes in the improvements located thereon shall be governed by the DCR.

### SECTION IV. Right of Entry.

An Owner shall grant the right of entry to the management agent or to any other person authorized by the Board of Directors or the Association in case of any emergency originating in or threatening the improvements located on his Lot, whether the Owner is present at the time or not. [*Cross reference: DCR Section VIII, Section 3*]

### SECTION V. Rules of Conduct. [*Cross Reference: DCR Article IX; passim*]

- (a) No Owners shall post any advertisements or posters of any kind in or on the Common Properties except as may be authorized by the Association.
- (b) Owners shall exercise extreme care about making noises or the use of musical instruments, radios, televisions, and amplifiers that may disturb other Owners.

- (c) Throwing garbage or trash outside the disposal installation provided for such purposes in the service area is prohibited.

## **ARTICLE VIII INDEMNIFICATION OF OFFICERS AND DIRECTORS AND THEIR AGENTS**

### **SECTION I. Indemnification of Officers and Directors and their Agents.**

The Association shall indemnify every Director, Officer, or Agent of a Director or Officer, and their heirs, executors, administrators, successors and assigns against all loss, cost and expense including counsel fees, reasonably incurred in connection with any action, suit or proceeding to which such person may be made a party by reason of being or having been a Director, Officer, or Agent of a Director or Officer of the Association, except as to matters as to which such person shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or fraud in the performance of his duty as such Director, Officer, or Agent of a Director or Officer, in relation to the matter involved.

The foregoing rights shall not be exclusive of other rights to which such Director, Officer, or Agents of a Director or Officer, may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as an expense of the Association. Nothing contained in this section shall, however, be deemed to obligate the Association to indemnify any Owner who is or has been a Director of the Association with respect to any duties or obligations assumed or liabilities incurred as an Owner under or by virtue of his ownership of a Lot or Lots as distinguished from his conduct and activities as an Officer or Director of the Association.

### **SECTION II. Non-Liability of Directors, Board of Directors, Officers, and Agents.**

Neither the Directors, Board of Directors, Officers, or Agents of the Association shall be personally liable to the Owners for any mistake or judgment for any acts or omissions of any nature whatsoever as such Directors, Board of Directors, or Officers, except for any acts or omissions found by a court to constitute gross negligence or fraud.

## **ARTICLE IX. AMENDMENT**

### **SECTION I. By Owners.**

All bylaws of the Association shall be subject to alteration or repeal and new bylaws may be made by a Majority of Owners at the time entitled to vote in the election of Directors.

## SECTION II. By Board of Directors.

The Board of Directors shall have power to make, adopt, alter, amend, and repeal, from time to time, bylaws of the Association; provided, however, that the Owners entitled to vote with respect thereto as in this Article IX above provided may alter, amend or repeal bylaws made by the Board of Directors, except that the Board of Directors shall have no power to:

- (a) change the quorum for meetings of Owners or of the Board of Directors, or
- (b) change any provisions of the bylaws with respect to the removal of Directors or the filling of vacancies on the Board of Directors resulting from the removal of Directors or the filling of vacancies on the Board of Directors resulting from the removal by the Owners.

If any bylaws regulating an impending election of Directors are adopted, amended or repealed by the Board of Directors, there shall be set forth in the notice of the next meeting of Owners for the election of Directors the bylaws so adopted, amended or repealed, together with a concise statement of the changes made.

## **ARTICLE X. MISCELLANEOUS MATTERS**

### SECTION I. Party Walls.

“Party Walls” are as described and discussed in *DCR Article VI, Section 1*, defined therein as being “Each wall which is built as part of the original construction of the homes and attached garages upon the Properties and placed on the dividing line between the Lots shall constitute a party wall...” In order to provide clarification regarding (a) classifications of Party Walls and (b) responsibility of maintenance of Party Walls, the following is included within these Amended and Restated Bylaws:

- (a) Classification of Party Walls.

The Association defines four (4) classifications of Party Walls, specifically as follows:

Type 1. Exterior Party Walls of the Properties shared by the Association and a Lot Owner;

Type 2. Party Walls shared by two Lot Owners;

Type 3. Interior Party Walls along the Common Properties shared by the Association and a Lot Owner; and

Type 4. Party Walls constructed entirely on a Lot and not shared.

- (b) Responsibility for Maintenance of Party Walls.

Type 1 and Type 3 Party Walls are the responsibility of the Association including the top rims of such Party Walls.

Type 2 Party Walls are the responsibility of the two Lot Owners that share that Party Wall.

Type 4 Party Walls are the responsibility of the Lot Owner.

(c) Wooden Slatted Panels and Gates.

All wooden-slatted panels situated on the Party Walls are the joint responsibility of the Association and the Owner of the Lot upon which they are situated.

Gates and signage above gates at the entrance of a Lot are the sole responsibility of the Lot Owner.

It should be noted that walls of residences or garages (excluding Type 2 Party Walls as described hereinabove) are not Party Walls and are the sole responsibility of the Lot Owner(s).

SECTION II. Roof Construction/Reconstruction.

Pursuant to recommendations given by the Architecture Control Committee at the 2003 Annual Meeting of the Association, in compliance with *DCR Article VII*, all new roof construction or existing roof reconstruction after August 22, 2006, requires use of:

- (a) Class 4 laminated composition shingles, the color of which shall be “Natural Wood”; or
- (b) Class 4 SBS shingles (Styrene-Butadiene-Styrene” shingles are defined as shingles modified by addition of rubberized asphalt.), the color of which shall be “Natural Wood.”

SECTION III. Long-Term Vehicle Parking within the Common Properties.

*DCR Article IX, Section 1* states that the restrictions set forth in *DCR Article IX* are “imposed as a common scheme upon each Lot and all Common Properties for the benefit of each other Lot and Common Properties and may be enforced by any Lot Owner or the Association.” It is understood that the intent of these provisions and restrictions is to protect the Common Properties from unsightliness and to maintain its beauty.

*DCR Article IX, Sections 11 and 12* address the “semi-permanent or permanent” parking/storage of various vehicles within the Property but do not, however, specifically include long-term parking of Lot Owners’ operative motor vehicles. **For purposes of these Bylaws, “long-term parking” means any time period longer than a continuous period of more than 72 hours, and removal for less than 24 hours shall not interrupt the continuing 72-hour period.**

Parking in the Common Properties was intended for short-term use by Lot Owners’ guests and visitors, and not for long-term parking of Lot Owners’ vehicles. From time to time, special circumstances may arise whereby long-term parking of a Lot Owner’s vehicle in the Common Properties is necessary. In such circumstances, a notice explaining the circumstances should be provided to the Board of Directors, either verbally or in writing, and such notice is subject to approval by the Board of Directors.

Additionally, no Lot Owner shall leave, park, or stand any vehicle in the parking areas or streets within the Common Properties in such manner as to block the flow of traffic within the Common Properties.

**ARTICLE XI.  
MISCELLANEOUS PROVISIONS**

SECTION I. Construction.

Whenever the context so requires, the feminine shall include the masculine and neuter, and the singular shall include the plural, and conversely. If any portion of these Amended and Restated Bylaws shall be invalid or inoperative, then, so far as is reasonable and possible:

- (a) The remainder of these Amended and Restated Bylaws shall be considered valid and operative, and
- (b) Effect shall be given to the intent manifested by the portion held invalid or inoperative.

SECTION II. Headings.

The headings are for organization, convenience, and clarity. In interpreting these Amended and Restated Bylaws, they shall be subordinated in importance to the other written material. They must not be construed in interpreting these Amended and Restated Bylaws, as they do not in any way define, limit, extend, or describe the scope or intent of any provisions of these Amended and Restated Bylaws. Unless otherwise provided, references to "ARTICLE" and "SECTION" are to articles and sections of these Amended and Restated Bylaws.

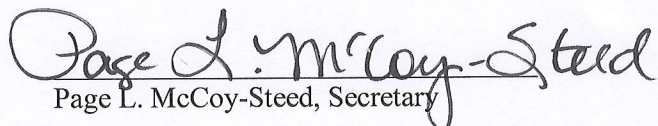
SECTION III. Relation to Certificate of Incorporation and Applicable Law.

These Amended and Restated Bylaws are subject to, and governed by, the Certificate of Incorporation of the Association. These Amended and Restated Bylaws must be interpreted and construed in accordance with and governed by the laws of the State of Texas, without regard to the principles of conflicts of law.

**SECRETARY'S CERTIFICATE**

I, Page L. McCoy, certify that I am the Secretary of the Association and that the foregoing Amended and Restated Bylaws are a true and correct copy of the Amended and Restated Bylaws of the Association.

Dated as of July 19, 2022.

  
Page L. McCoy-Steed, Secretary