

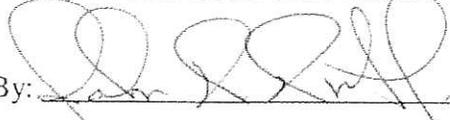
AMENDMENT OF BYLAWS
OF LEGACY ASSOCIATION
BY THE MAJORITY VOTE
OF THE MEMBERS

IN ACCORDANCE with Article XV of the Bylaws of Legacy Association (the "Bylaws") EDS Information Services L.L.C. the Majority Voting Member in Good Standing, hereby amends the Bylaws effective April 15, 2005 as Follows:

1. Article 7.01 is hereby deleted and the following substituted in its place:
 - 7.01 The business and the affairs of the Association shall be managed by a board of no less than three directors and no more than ten directors unless and until such number be increased or decreased by amendment of these Bylaws. No such decrease shall, however, have the effect of shortening the term of any incumbent director, and the number of directors shall never be less than three. Directors need not be residents of the State of Texas. The directors, other than the first board of directors, shall be elected at the annual meeting of the Members, and each director shall be elected to serve until the next succeeding annual meeting and until his successor shall have been elected and qualified, or he shall have been removed from office. Each director shall be subject to removal, with or without cause, by affirmative vote of a majority of the Members. A quorum for the transaction of business by the Board shall be three directors. Directors present by proxy may not be counted toward a quorum. The act of a majority of the Board (not just of the directors present at a meeting) shall be the act of the Board.

Executed by the Majority Voting Member in Good Standing as of April 15, 2005.

EDS INFORMATION SERVICES L.L.C.

By: 
its: Vice President, Corporate Administration
Date: April 15, 2005

BYLAWS
OF
LEGACY ASSOCIATION

ARTICLE I.

NAME

1.01 The name of the corporation is Legacy Association, hereinafter referred to as the "Association."

ARTICLE II.

OFFICES

2.01 Registered Office and Agent. The registered office of the Association and the registered agent shall be as designated with the Secretary of State of the State of Texas, as it may be changed from time to time.

2.02 Other Offices. The Association may also have offices at such other places within the State of Texas as the board of directors may from time to time determine or the business of the Association may require.

ARTICLE III.

DEFINITIONS

3.01 Definitions. The following words or phrases, when used in these Bylaws, unless the context shall otherwise clearly indicate or prohibit, shall have the following meanings:

- a. "Association Declarations" shall mean the multiple "Association Declarations" and "Association Agreements" heretofore, contemporaneously or hereafter executed by Declarant (as hereinafter defined) and recorded or to be recorded in the Deed Records of Collin or Denton County, Texas, which affect individual parcels of property within Legacy (as hereinafter defined). The "relevant Association Declaration" shall mean and refer to the Association Declaration affecting each Owner's (as hereinafter defined) parcel of property within Legacy.
- b. "Board" shall mean the duly constituted board of directors of the Association.
- c. "CCR's" shall mean and refer to the multiple Declaration of Covenants, Conditions and Restrictions heretofore, contemporaneously or hereafter executed by Declarant and recorded

or to be recorded in the Deed Records of Collin or Denton County, Texas, which affect individual parcels of property within Legacy. The "relevant CCR's" shall mean and refer to the CCR's affecting each Owner's parcel of property within Legacy.

- d. "Declarant" shall mean Electronic Data Systems Corporation, its parent and its successors and assigns, and shall include any person or entity to which Declarant may assign its rights, privileges, duties and obligations hereunder, which are and shall be assignable.
- e. "Legacy" shall mean the real property described in the attached Exhibit "A" and any additions thereto made by Declarant provided that only property that is contiguous to (or across a public right-of-way from) Legacy may be added to Legacy. Such additional property may be made a part of Legacy only by Declarant, without the necessity of the joinder of any other party, filing of record in Collin County, Texas (and in Denton County, Texas, if the additional property is located in such county) a document designating and describing the property to be added to Legacy.
- f. "Owner" shall mean each and every person or entity who is a record owner of a fee simple interest or undivided fee simple interest in a parcel of land within Legacy. If such parcel is subject to, a condominium, townhouse or other multi-owner regime, the owners' association representing such multi-owner regime, and not individual unit owners, shall be deemed the "Owner" thereof.

ARTICLE IV.

PURPOSES

4.01 The Association is organized to act as agent for the Owners of property within Legacy for the following purposes:

- a. To exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Association Declarations and the CCR's.
- b. To exercise all powers which may be necessary or convenient to the operation, management, maintenance and administration of the affairs of the Association.
- c. To have and exercise any and all powers, rights and privileges a corporation organized under the Non-Profit Corporation Law of the State of Texas may now or hereafter exercise.

- d. Insofar as permitted by law, to perform any other act that, in the opinion of the Board, will promote the common benefit and enjoyment of the Owners or will provide for the operation and protection of the Association.

ARTICLE V.

MEMBERSHIP

5.01 Membership. Each and every Owner of record shall automatically become, and must remain, a member of the Association ("Member") except for the following ("Non-Member Owner"): (i) the United States of America, the State of Texas or the City of Plano shall not be considered a Member during such time that it uses any parcel for any public purpose, unless such entity agrees in writing to become a Member of the Association; (ii) any public utility shall not be considered a Member during such time that it uses any parcel for purposes other than general office use unless such utility agrees in writing to become a Member of the Association; or (iii) any person or entity who holds only a lien or interest in any portion of Legacy as security for the performance of any obligation. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of the portion of Legacy owned by such Member. The term "Member" means and refers to all Owners other than Non-Member Owners. Any transfer of title shall operate automatically to transfer (or in cases of a transfer by a Non-Member Owner, to vest) membership in the Association appurtenant to such parcel to the new Owner or Owners thereof. All Owners shall notify the Association of any transfer of title of any parcel located within Legacy. The term "Owner" as used in Articles V and VI of these Bylaws does not include Non-Member Owners.

5.02 Member in Good Standing. A Member shall be considered to be a "Member in Good Standing" and eligible to vote if such Member:

- a. has, within ten days prior to the taking of any vote by the Association, fully paid all Assessments (hereinafter defined) or other charges levied by the Association, as such Assessments or charges are provided for in Article VI;
- b. does not have a lien filed by the Association against the parcel owned by it; and
- c. has discharged all other obligations to the Association as may be required of Members hereunder or under the Articles of Incorporation of the Association and resolutions adopted by the Association.

The Board shall have sole authority for determining the good standing status of any Member at any time and shall make such determination with respect to all Members prior to a vote being taken by the Association on any matter. The Board shall have the right and authority, at its sole discretion, to waive the ten-day prior payment requirement and require only that such payment be made at any time before such vote is taken if the Board shall determine, in its own

judgment, that extenuating circumstances exist which have prevented prior payment. Any Member not conforming with the provisions of this Section 2 of this Article V shall be declared by the Board not to be a Member in Good Standing and shall be disqualified from voting on matters before the Association until such time as Member in Good Standing status is attained and so declared by the Board.

5.03 Classes of Voting Members. The Association shall have two classes of voting membership.

Class A. "Class A Members" initially shall be all Members with the exception of Declarant but shall include Declarant when Declarant is converted from a Class B Member to a Class A Member as provided below. Class A Members shall be entitled to one vote for each acre (rounded to the nearest acre) of property within Legacy owned by such Member as of the date of the notice of the meeting at which the vote is to be cast. If any parcel of Legacy is owned by more than one Member, the number of votes attributable to such parcel shall be the same number of votes as if there were only one Owner of such parcel (that is, the total number of votes is based upon the acreage of each parcel and not upon the number of Owners of such parcel), and the votes attributable to such parcel may be cast only if all of such Members, prior to the time of the vote in question, have delivered to the Association a written agreement as to how such votes are to be cast or a written designation of one of such Members to cast the votes attributable to such parcel. Any Member who is not an individual must designate a representative to act for such Member in Association matters and to cast votes for such Member, such designation to be made in writing to the Board. A Member may delegate its right to vote to any tenant occupying its parcel provided such delegation is made in writing delivered to the Board.

Class B. The "Class B Member" shall be Declarant. The Class B Member shall be entitled to ten votes for each acre (rounded to the nearest acre) of property within Legacy owned by Declarant as of the date of the notice of the meeting at which the vote is to be cast. Notwithstanding anything contained herein to the contrary, the Class B membership shall cease, and Declarant shall be converted to Class A membership, when Declarant shall have sold and conveyed to unrelated third parties 85 percent or more of the property within Legacy (exclusive of easements or rights-of-way dedicated for public use as roadways and the portion of the property within Legacy used at such time as Declarant's national headquarters).

5.04 Voting, Quorum and Notice Requirements. Members holding one-third of the aggregate votes entitled to be cast by Members in Good Standing, represented at a meeting of the Members in person or by a legitimate proxy in a form approved by the Board, shall constitute a quorum for voting on matters brought before the Members at meetings called by the Board. The vote of the majority of those votes entitled to be cast by the Members present or

voting by legitimate proxy at a called meeting at which a quorum of Members in Good Standing is present (the "Majority Vote of the Members") shall be the act of the Association. The term "Majority Vote of the Class A Members" as used in these Bylaws shall mean the same as Majority Vote of the Members but applicable only to Class A Members. Notice requirements for all action to be taken by the Members of the Association shall be as set forth herein, as the same may be amended from time to time.

5.05 All meetings of the Members shall be held at 5400 Legacy Drive, in the City of Plano, State of Texas, or such other place that may be fixed from time to time by the Board prior to issuance of notice of the meeting. Any meeting of the Members shall be valid wherever and whenever held, if held by the written consent of all the Members entitled to vote thereat, given either before or after the meeting.

5.06 The annual meeting of the Members shall be held on the first Friday of the month of May, if not a legal holiday, and if a legal holiday, then on the next secular day following, at which meeting the members shall elect a board of directors and transact such other business as may properly come before the meeting.

5.07 Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, or by these Bylaws, may be called by the president, a majority of the Board, or the Owners of not less than one-tenth of all property within Legacy and in the event of the absence or the disability of the president, by the vice president. The business transacted at any special meeting of the Members shall be limited to the purpose or purposes stated in the notice.

5.08 Written or printed notice setting the place, day and hour of any meeting of the Members, and in case of a special meeting, the purpose or purposes, for which the meeting is called, shall be delivered to each Member of record entitled to vote at such meeting not less than ten nor more than 50 days before the date of the meeting either personally or by mail by or at the direction of the president, the secretary, or the officer or Member calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at its address as it appears on the records of the Association with postage thereon prepaid.

5.09 Each Member may cast as many votes as he is entitled to exercise under the terms and provisions of the relevant Association Declaration on each matter submitted to a vote at a meeting of Members, except to the extent that the voting rights of any Member have been suspended in accordance with these Bylaws or the relevant Association Declaration. At each election of directors every Member entitled to vote at such election shall have the right to cast as many votes as he is entitled to exercise under the terms and provisions of the relevant Association Declaration, in person or by proxy, for as many persons as there are directors to be elected and for whose election he has a right to vote.

5.10 A proxy shall be valid only for a specified meeting or any adjournment thereof. In the case of an adjournment, no proxy will be valid after the expiration of 11 months from the date thereof, unless otherwise provided in the proxy. The proxy shall be revocable unless expressly provided therein to be irrevocable and unless otherwise made irrevocable by law.

5.11 Any action required to 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 the Members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of the Members.

5.12 The officer or agent having charge of the corporate books shall make, at least ten days before each meeting of Members, a complete list of the Members entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, with the address of each, which list shall be made available to each Member at least ten days prior to such meeting. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Member during the whole time of the meeting.

5.13 There shall be no cumulative voting.

ARTICLE VI.

ASSESSMENTS

6.01 Covenants for Assessment. Each Owner of a parcel within Legacy, by acceptance of a deed or other conveyance therefor whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree (and such covenant shall be deemed to constitute a portion of the purchase money consideration for acquisition of such Owner's interest) to pay the Association or to an independent entity or agency which may be designated by the Association to receive such monies, Regular Assessments, Special Group Assessments and Special Member Assessments (collectively, the "Assessments") as provided in the relevant Association Declaration. The Assessments shall be the personal and individual debt of the Owner of the property covered by such Assessments and shall be secured by a continuing contractual lien on the property covered by such Assessments.

Each year while the Association is in force, the Board shall set the amount of the Regular Assessment to be levied for the next calendar year, taking into consideration the costs of the above listed items for the then current year, expected normal increases in such costs over the next year and additional future needs, including, but not limited to, the establishment and maintenance of a reserve fund as provided for herein. The Regular Assessment for each fiscal year shall be set by the Board by December 1 of the year preceding. Regular Assessments for each fiscal year shall be allocated among all Owners, including Declarant, in the manner specified in the relevant Association Declaration. Should any surplus exist at the end of any year, the next Regular Assessment shall be reduced by such surplus.

6.02 Reserve Fund. A reserve fund may be established by the Board as provided in the Association Declarations.

6.03 Due Date of Assessments. Regular Assessments shall become due and payable on January 1 of each year and shall be delinquent if not paid by January 31 of such year; provided, however, the Board shall have the right to require payment of Regular Assessments more frequently than annually if it deems such is appropriate. The due date of any Special Group or Special Member Assessment under any relevant Association Declaration shall be fixed in the notice to Owner(s) providing notification of such Assessment.

ARTICLE VII.

DIRECTORS

7.01 The business and the affairs of the Association shall be managed by a board of no less than three directors and no more than five directors unless and until such number be increased or decreased by amendment of these Bylaws. No such decrease shall, however, have the effect of shortening the term of any incumbent director, and the number of directors shall never be less than three. Directors need not be residents of the State of Texas. The directors, other than the first board of directors, shall be elected at the annual meeting of the Members, and each director shall be elected to serve until the next succeeding annual meeting and until his successor shall have been elected and qualified, or he shall have been removed from office. Each director shall be subject to removal, with or without cause, by affirmative vote of a majority of the Members. A quorum for the transaction of business by the Board shall be three directors. Directors present by proxy may not be counted toward a quorum. The act of a majority of the Board (not just of the directors present at a meeting) shall be the act of the Board.

7.02 Any vacancy occurring in the Board may be filled by the affirmative vote of at least three of the remaining directors. If three directors cannot agree on a replacement or if there are fewer than three remaining directors, vacancies shall be filled by a Majority Vote of the Members. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any directorship to be filled by reason of any increase in the number of directors shall be filled by election at an annual meeting or at a special meeting of the Members called for that purpose.

7.03 Directors, as such, shall not receive any stated salary for their services but, for attendance at meetings, may be paid a fee as the Board shall from time to time deem proper. Nothing contained in these Bylaws shall preclude a director from serving the Association in any other capacity and receiving compensation therefor.

7.04 Control of Assessment Funds. The Board shall be responsible for the setting, collection and disbursement of Assessments, subject to any prior approval of the Majority Vote of the Members with respect to Special Group Assessments.

7.05 Additional Authorities and Duties of the Board. The Board shall have additional authorities and duties exercisable on behalf of the Association with respect to performance of the obligations of the Association as stated in the Association Declarations and the right to expend Assessment funds to pay the costs thereof.

7.06 Affiliated Contracts. The Board, acting on behalf of the Association, shall have the full power and authority to contract with any Owner(s), including Declarant, for the performance of services which the Association is obligated or authorized to perform, such contracts to be at competitive rates then prevailing for such services and upon such other terms and conditions, and for such consideration as the Board may deem advisable and in the best interest of the Association provided that the level of service received is consistent with that available from third parties.

7.07 Liability Limitations. No Member, director, officer or representative of the Association shall be personally liable for debts or liabilities of the Association. The directors and officers of the Association shall not be liable for any mistake of judgment, whether negligent or otherwise, except for their own individual willful misfeasance or malfeasance, misconduct or bad faith. Such directors and officers shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and hold such directors and officers free and harmless from any and all expense, loss or liability to others on account of any such contract or commitment (to the extent not covered by insurance proceeds). In addition, each director and each officer of the Association shall be indemnified and held harmless by the Association from any expense, loss or liability to others (to the extent not covered by insurance proceeds) by reason of having served as such director or as such officer and against all expenses, losses and liabilities, including, but not limited to, court costs and reasonable attorneys' fees, incurred by or imposed upon such director or officer in connection with any proceeding to which he may be a party or have become involved by reason of being such director or officer at the time such expenses are incurred, except in cases wherein the expenses, losses and liabilities arise from a proceeding in which such director or such officer is adjudicated guilty of willful misfeasance or malfeasance, misconduct or bad faith in the performance of his duties. In the event of a settlement of any such proceeding, the indemnification provided hereby shall apply only when the Board approves such settlement and reimbursement as being in the best interests of the Association. Any right to indemnification provided for herein shall not be exclusive of any other rights to which a director or officer, or former director or officer, may be entitled. The Association shall purchase and maintain directors' and officers' insurance on behalf of

any person who is or was a director or officer of the Association against any liability asserted against him and incurred by him in such capacity or arising out of his status as such.

7.08 Insurance. The Association, acting through the Board, shall have the right to purchase, carry and maintain in force such insurance coverages as specified in the Association Declarations.

ARTICLE VIII.

DESIGN REVIEW BOARD

8.01 Creation. The Association shall establish and maintain a Design Review Board (the "DRB") consisting of not fewer than three members. While Declarant is a Class B Member, the appointment of the members of the DRB shall be made by the Board with the approval of Declarant, and any and all members of such DRB may be removed by the Board or Declarant, at any time, without cause. After Declarant becomes a Class A Member as provided in Section 3 of Article V above, the Board then shall have the exclusive right and authority at any time, and from time to time thereafter, to create and fill vacancies on the DRB and to remove members of the DRB at any time with or without cause.

8.02 Function of Design Review Board. A function of the DRB is to review and approve or disapprove plans and specifications for improvements and landscaping proposed to be installed on certain sites within Legacy as provided in the relevant Association Declarations, the relevant CCR's and the Development Guidelines.

8.03 Limitation of Liability. Declarant, the Association, the Board or any of its members and the DRB or any of its members shall not, individually or in combination, be liable in damages or otherwise to anyone or any business entity submitting plans or specifications for approval, or to any Owner of the property under review, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications submitted. Declarant, the Association, the Board or any of its members and the DRB or any of its members shall not, individually or in combination, be liable in damages or otherwise in connection with any construction, design, engineering or defect associated with any Site Improvement constructed on the Owner's site. APPROVAL OF PLANS AND SPECIFICATIONS BY THE DRB DOES NOT CONSTITUTE ANY WARRANTY OR REPRESENTATION THAT SUCH PLANS AND SPECIFICATIONS COMPLY WITH GOVERNMENTAL REQUIREMENTS OR PRUDENT CONSTRUCTION PRACTICES. IT IS THE SOLE RESPONSIBILITY OF THE OWNER TO DETERMINE AND SEE THAT ITS PLANS AND SPECIFICATIONS COMPLY WITH SUCH REQUIREMENTS AND PRACTICES.

ARTICLE XIX.

OFFICERS

9.01 The officers of the Association shall be chosen by the Board and shall be a president, one or more vice presidents, a secretary, and a treasurer each of whom shall be elected by the newly elected Board at its first meeting. Such other officers and assistant officers and agents as deemed necessary may be elected or appointed by the Board or chosen in such other manner as the Board may by resolution prescribe. No officers, except the president, need be directors, and any two or more offices, except the office of president and secretary, may be held by the same person.

9.02 Officers of the Association, upon election or appointment, shall hold office until their successors shall have been elected and qualified, or until such officers shall have been removed from office. Any officer or agent elected or appointed by the Board may be removed at any time by the affirmative vote of a majority of the Board whenever in its judgment the best interest of the Association will be served thereby. Any vacancy occurring in any office of the Association shall be filled by the Board.

9.03 All officers of the Association shall be entitled to reasonable compensation for services rendered in effecting one or more of the purposes of the Association.

THE PRESIDENT

9.04 The president shall be the chief executive officer of the Association. The president shall have general and active management of the business of the Association and shall see that all orders and resolutions of the Board are carried into effect.

9.05 The president may sign all written instruments and shall co-sign all checks, for and on behalf of and in the name of the Association, either alone or with any other proper officer of the Association thereunto authorized, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed.

VICE PRESIDENT

9.06 The vice president shall be an assistant to the president and have such other authority and duties as the president may delegate and as may not be inconsistent with those from time to time prescribed by the Board. In the absence or disability of the president he shall perform the duties and exercise the powers of the president and shall act in the president's stead

with the same authority that the latter would have had. The vice president shall perform such other duties and have such other powers as the Board may from time to time prescribe.

SECRETARY

9.07 The secretary shall attend all meetings of the Board and all meetings of the Members and record all the proceedings of the meetings of the members and the Board in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The secretary shall give, or cause to be given, notice of all meetings of the Members and special meetings of the Board, and shall perform such other duties as may be prescribed by the Board, under whose supervision he shall be. The secretary or an assistant secretary, shall keep in safe custody the seal of the Association and shall have authority to affix the same to any instrument requiring it and when so affixed it shall be attested by the secretary's signature or by the signature of such assistant secretary. The Board may give general authority to any other officer to affix a seal of the Association and to attest the affixing by his signature.

9.08 An assistant secretary, if any, shall in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the Board may from time to time prescribe.

TREASURER

9.09 The treasurer shall have custody of the corporate funds and securities, and shall render to the president and the directors at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as treasurer. The treasurer shall have such other authority and duties as the president, or a vice president designated by the president, may delegate and as may not be inconsistent with those from time to time prescribed by the Board.

9.10 If required by the Board, the treasurer shall give the members a bond in such form and sum and with such surety or sureties as shall be satisfactory to the Board, for the faithful performance of the duties of his office and for the restoration to the Association, in case of the treasurer's death, resignation, retirement, or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Members.

9.11 The treasurer shall keep in books belonging to the Association full and accurate accounts of receipts and disbursements and shall deposit all money, checks and orders for the payment of money payable to the Association, in its name and to its credit in such depository or depositories as may be designated by the Board of Directors. Subject to the provisions of Section 1

of Article XII the treasurer shall disburse the funds of the corporation as may be ordered by the Board with proper vouchers for such disbursements, and shall render to the president and directors at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as treasurer and of the financial condition of the Association. The treasurer shall have such other authority and duties as the president, or a vice president designated by the president, may delegate and as may not be inconsistent with those from time to time prescribed by the Board.

9.12 An assistant treasurer, if any, shall in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer, and shall perform such other duties and have such other powers as the Board may from time to time prescribe.

ARTICLE X.

NON-PROFIT ASSOCIATION

10.01 This Association is a non-profit corporation, without capital stock, organized solely for the purposes specified in Article IV. No Member, member of the Board of Directors, officer or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any member of the Board of Directors, officer or Member; provided, however, always (i) that reasonable compensation may be paid to any Member, director or officer while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association; and (ii) that any Member, director or officer may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE XI.

WAIVERS OF NOTICE

11.01 Whenever any notice is required to be given under the provisions of the statutes or under the provisions of the articles of incorporation or these Bylaws to any Member or director, the 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.

ARTICLE XII.

CHECKS

12.01 All checks, drafts or orders for the payment of money and all promissory notes issued by the Association shall be signed by such officer or

officers, or such other person or persons, as the Board may from time to time designate, and in addition, the Board may likewise authorize an officer of the Association, in turn, to designate and authorize other officers or employees to write checks, drafts or orders for the payment of money, in the name of and on behalf of the Association. Signing may be accomplished manually or by facsimile signature, as determined by the Board.

ARTICLE XIII.

FISCAL YEAR

13.01 The fiscal year of the Association shall be fixed by resolution of the Board.

ARTICLE XIV.

SEAL

14.01 The corporate seal shall have inscribed thereon the name of the Association, and be in the form as prescribed by the Board.

ARTICLE XV.

AMENDMENTS

15.01 These Bylaws may be amended in writing by the majority of Members in Good Standing; provided, however, that such authority may be delegated by the majority vote of such Members to the Board as allowed by the Texas Non-Profit Corporation Act.

ARTICLE XVI.

BOOKS AND RECORDS

16.01 Correct and complete books and records of accounts, as well as minutes of the proceedings of the Association's Members and Board, shall be kept at the Association's principal business office, along with a record of Association Members, giving the names and addresses of each Member and each Member's representative.