

FIRST AMENDED AND RESTATED BYLAWS
OF
THE WOODS OF BRUSHY CREEK HOMEOWNERS ASSOCIATION, INC.

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OF

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ARTICLE I

NAME AND LOCATION

The name of the corporation is THE WOODS OF BRUSHY CREEK HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The initial registered office of the corporation shall be located at 1705 Capital of Texas Highway, suite 201, Austin, Texas 78746, but meetings of members and directors may be held at such places with the State of Texas, County of Williamson or County of Travis, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to THE WOODS OF BRUSHY CREEK HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions of record at Volume 1245, Pages 346-369 et seq. of the Real Property Records of Williamson County, Texas, as amended from time to time, and such additions thereto as may be brought within the jurisdiction of the Association under the provisions of said Declaration or the Charter of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners.

Section 4. "Lot" shall mean and refer to any of the lots which are a part of the Properties on which there is or will be built a single family dwelling. There is excepted herefrom the hereinbefore described Common Area along with other Preserves within the Properties, if any.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to WILSON DEVELOPMENT CORPORATION, AUSTIN HOMES, INC. and BLOCK WATNE TEXAS, INC. and their successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded at Volume 1245, Pages 346-369 et seq. of the Real Property Records of Williamson County, Texas, as amended from time to time.

ARTICLE III

MEMBERSHIP

Section 1. Membership. Every person or entity, whether one or more, 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, including contract sellers, shall automatically become a member of the Association and subject to these Bylaws ("Member"). The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. Membership in the Association shall terminate without any formal Association action whenever such person or entity ceases to own a Lot, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with such ownership and membership and the covenants and obligations incident thereto. No certificates of stock shall be issued by the Association, but the Board of Directors may, if it so elects, issue one (1) membership card to the Owner(s) of a Lot. Such membership card shall be surrendered to the Secretary of the Association upon the termination of ownership of the Lot designated thereon. All present or future owners, occupants and tenants, and any other person or persons using the facilities of the Property in any manner, shall be subject to the regulations set forth in these Bylaws. The mere acquisition, occupancy or rental of any of the lots which are a part of the Property ("Lot" or "Lots") will signify that these Bylaws are accepted and ratified and that the owner, tenant or occupant thereof shall strictly comply with the terms and provisions hereof.

Section 2. Suspension of Membership. During any period in which a member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights and right to use the recreational facilities of such member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a member may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for violation of any rules and regulations established by these Bylaws or the Board of Directors governing the use of the Common Area and facilities.

ARTICLE IV

PROPERTY RIGHTS: RIGHTS OF ENJOYMENT

Section 1. Each member shall be entitled to the use and enjoyment of the Common Area and facilities as provided in the Declaration. Any member may delegate his rights of enjoyment of the Common Area and facilities to the members of his family, his tenants or contract purchasers, who reside on the property. Such member shall notify the secretary in writing of the name of any such delegee. The rights and privileges of such delegee are subject to suspension to the same extent as those of the member.

ARTICLE V

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of the Association shall be managed by a Board of five (5) directors, who need not be members of the Association.

Section 2. Election. At the first annual meeting the members shall elect one (1) director for a term of one (1) year, two (2) directors for a term of two (2) years, and two (2) directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect the director(s) for a term of three (3) years to fill each expiring term.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI

INDEMNIFICATION

Each person who acts as a director or officer of the Association shall be indemnified and held harmless by the Association from and against any costs, expenses and liabilities which may be imposed upon or reasonably incurred by him in connection with any claim or civil or criminal action, suit or proceeding in which he may be named as a party defendant by reason of his being or having been such director or officer or by reason of any action alleged to have been taken or admitted by him in either such capacity and any person who, at the request of the Association, acts as a director or officer of any subsidiary or affiliate corporation shall likewise be indemnified by the Association against any such costs, expenses and liabilities; provided, however, that in any case, the rights or liabilities herein provided for shall not extend to any costs, expenses or liabilities imposed upon or incurred by any director or officer of the Association in relation to matters as to which he shall be finally adjudged to be liable for gross negligence or willful misconduct in the performance of his duties. The right of indemnification herein provided for shall inure to each of the directors and officers of the Association, whether or not the respective director or officer is acting as such at the time such costs, expenses or liabilities are imposed or incurred and whether or not the claim asserted against him is based on matters which pre-date the adoption of this section of the Bylaws, and in the event of his death shall extend to his legal representatives; but such rights shall not be exclusive of any other rights to which he may be entitled.

ARTICLE VII

MEETINGS OF DIRECTORS

Section 1. Special Meetings. Special meetings of the Board of Directors may be called by the President of the Board on three (3) days notice to each director, given personally, or by mail, telephone or telegraph, 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 in like manner and on like notice upon the written request of at least two (2) directors.

Section 2. 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 shall constitute a waiver of notice by such director of the time and place thereof. If all of the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 3. 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 acts of the majority of the directors present at a meeting at which a quorum is present shall constitute acts of the Board of Directors. If, at any meeting of the Board of Directors, less than a quorum of directors is present, the majority of those present may adjourn the meeting until a quorum is obtained. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 4. Actions Without a Meeting. Notwithstanding any other provision of these Bylaws, any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the members of the Board of Directors. Such consent shall have the same force and effect as a unanimous vote at a meeting.

Section 5. Resignation. Any Director may resign at any time by giving written notice to the Board of Directors, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. The acceptance of such resignation shall not be necessary to make it effective.

ARTICLE VIII

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot cast at the annual meeting. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE IX

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Properties. The Board of Directors may do all such acts and things as are not, by these Bylaws, the Articles of Incorporation of the Association or the Declaration directed to the exercised and done by the Owners. In addition to the express powers and duties of the Board of Directors granted in these Bylaws, the Articles of Incorporation and the Declaration, the Board of Directors shall, unless expressly prohibited by these Bylaws, the Articles of Incorporation or the Declaration, have all powers and authority granted to boards of directors of non-profit corporations organized as homeowners' associations under the laws of the State of Texas.

Section 2. Other Powers. The Board of Directors shall additionally have the following powers:

(a) To administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations, and all other provisions as set forth in the Declaration, by suit or otherwise.

(b) To establish, make and enforce compliance with such rules as may be necessary for the operation, use and occupancy of the Properties, together with the right to amend same from time to time. A copy of such rules and regulations shall be delivered or mailed to each member of the Association promptly upon the adoption thereof.

(c) To keep in good order, condition and repair all lands, improvements and personal property owned by or leased to the Association.

(d) To insure and keep insured all of the Association property, as provided in the Declaration. Further, to obtain and maintain comprehensive liability insurance in accordance with the terms of the Declaration, and to insure and keep insured all of the fixtures, equipment and personal property acquired by the Association for the benefit of the Association and the owners of the Lots and their mortgagees. The limits and coverage shall be reviewed at intervals of not less than three (3) years and adjusted, if necessary, to provide such coverage and protection as the Association may deem prudent. In addition, for so long as the Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corporation (FHLMC), or Governmental National Mortgage Association (GNMA) is a Mortgagee of a Lot or owns a Lot, the Association shall maintain in effect, at a minimum, casualty, flood and liability insurance and a fidelity bond meeting and standards established by FNMA, FHLMC and GNMA for planned developments, as published in the FNMA, FHLMC and GNMA "Servicer's Guide", or otherwise, except to the extent such requirements shall have been waived in writing by FNMA, FHLMC or GNMA. Worker's compensation insurance shall at all times be carried to the extent required to comply with any applicable law with respect to the employees, if any, of the Association.

(e) To prepare a budget for the Association and to fix, determine, levy and collect the monthly Assessments to be paid by each of the members and by majority vote of the Board to adjust, decrease or increase the amount of the monthly Assessments, subject to the provisions of the Declaration.

(f) To collect delinquent Assessments by suit or otherwise and to enjoin or seek damages, as provided in the Declaration and these Bylaws.

(g) To protect and defend the entire Properties from loss and damage by suit or otherwise.

(h) To borrow funds in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the recorded Declaration, the Articles of Incorporation and these Bylaws; to pledge or otherwise grant a security interest in the Association's Assessments or funds to secure such indebtedness; and to execute all such instruments evidencing such indebtedness as the Board of Directors may deem necessary or appropriate. Such indebtedness shall be the several obligations of the members in the same proportion of their voting interests.

(i) To purchase or lease one or more of the Lots for use by the Association and to execute on behalf of the Association any contracts, leases, mortgages or other appropriate instruments for the same.

(j) To establish one or more bank accounts, savings accounts or other investment accounts for the common treasury and for all separate funds as may be required or may be deemed advisable by the Board of Directors.

(k) To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements of the Association and to permit examination thereof at any reasonable time by any member or any mortgagee of a Lot, and to cause a complete audit of the books and accounts of the Association by a competent certified public accountant, once each year.

(l) To annually prepare and upon request to deliver to each Owner a statement summarizing all receipts, expenses or disbursements since the last such statement. Such statements shall be made available, upon request, to any mortgagee of a Lot within ninety (90) days following the fiscal year end of the Association.

(m) To meet at least once each year.

(n) To designate and employ the personnel necessary for the maintenance and operation of any property owned by the Association and of the business of the Association.

(o) In general, to carry on the administration of the Association and to do all of those things, necessary and reasonable.

(p) To adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(q) To exercise for the Association all power, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;

(r) To declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from two (2) consecutive regular meetings of the Board of Directors without just cause having been furnished to and accepted by the Board;

(s) To establish, and disburse and maintain such petty cash fund as necessary for efficiently carrying on the business of the Association.

(t) To engage the services of a manager, an independent contractor, or such employees as it deems necessary, and to prescribe the conditions, compensation and duties of their work. Such power shall include authority to enter into management agreements with other parties to manage, operate or perform all or any part of the affairs and business of the Association.

ARTICLE X

COMMITTEES

The Board of Directors shall appoint a Nominating Committee, as provided in these Bylaws, and, upon termination of the Architectural Control Committee as appointed pursuant to the Declaration, the Board of Directors shall appoint a successor Architectural Control Committee who shall be appointed for a term of two (2) years. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE XI

MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 P.M. provided that the Board of Directors may upon written notice to the members at least ten (10) days prior to the regular annual meeting date schedule and the annual meeting date for a date not more than fourteen (14) days subsequent to the regular annual meeting date. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. At each annual meeting there shall be elected a Board of Directors in accordance with the requirement of these Bylaws. The members may also transact such other business of the Association as may properly cause before them at such meeting.

Section 2. Special Meeting. Special meetings of the members may be called at any time by the President or by resolution of the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the entire membership or who are entitled to vote one-fourth (1/4) of the votes of the Class A membership.

Section 3. Notice of Meetings. Except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws, written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting, until a quorum as aforesaid, shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE XII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall hold office for one (1) year unless they shall sooner resign, or shall be removed, or other wise disqualified to serve.

Section 4. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving notice to the Board of Directors, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein; the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. MULTIPLE Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

PRESIDENT

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

VICE-PRESIDENT

(b) The vice-president shall act in the place and instead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

SECRETARY

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their address, and shall perform such other duties as required by the Board.

TREASURER

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the members.

ARTICLE XIII

GENDER AND GRAMMAR

The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

ARTICLE XIV

MANAGEMENT AGREEMENT

Anything contained in these Bylaws to the contrary notwithstanding, the Board of Directors shall have the power and authority to enter into a management agreement with a management agent of its choice, at a rate of compensation based upon the services and functions performed by said management company, and upon terms and conditions acceptable to the Board of Directors. The Board may delegate any of its powers, duties and functions to the managing agent named therein provided, however, that the terms of the management agreement shall be in compliance with the provisions of the Declaration. The members of the Board shall not be liable for any act of omission of the managing agent or any improper exercise of any duty, power or function delegated by the Board by written instrument executed by a majority of the Board of Directors.

ARTICLE XV

AMENDMENTS TO BYLAWS

These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by a majority of the directors or members present at any regular meeting of the Board or the Association or at any special meeting of the Board or the Association called for such purpose. In no event shall the Bylaws be amended to conflict with the Declaration. In the event of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XVI

NON-PROFIT ASSOCIATION

The Association is not organized for profit. No member, member of the Board of Directors 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 be distributed to, or insure to the benefit of any member of the Board of Directors; provided, however, always (1) that reasonable compensation may be paid to any member acting as an agent or employee of the Association for services rendered in effecting one or more

of the purposes of the Association, and (2) that any member of the Board of Directors may, from time to time, be reimbursed for actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE XVII

TRANSACTIONS WITH MEMBERS, DIRECTORS AND OFFICERS

The Association may enter into contracts or transact business with one or more of its directors, officers, or members, or with any firm of which one or more of its directors, officers or members are members, or with any corporation, association, company, organization or entity in which one more of its directors, officers or members are directors, officers, trustees, shareholders, beneficiaries or are otherwise interested, and, in the absence of fraud, such contract or transaction shall not be invalidated or otherwise affected by the fact that the votes of such directors, officers or members having such adverse interest may have been necessary to obligate the Association upon such contract or transaction.

ARTICLE XVIII

BOOKS AND RECORDS

The books, and records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any members at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XIX

EXECUTION OF DOCUMENTS

The persons who shall be authorized to execute any and all contracts, documents, instruments of conveyance or encumbrances, including promissory notes, shall be the president or any vice-president and the secretary of the Association.

ARTICLES XX

NOTICES

All notices to members of the Association shall be given by delivering the same to each member in person, or by depositing the notices in the U.S. mail, postage prepaid, addressed to each member at the address last given by each member to the secretary of the Association. If a member shall fail to give an address to the secretary for mailing of such notices, all such notices shall be sent to the lot of such member and all members shall be deemed to have been given notice of the meetings upon the proper mailing of the notices of such addresses, irrespective of the actual receipt of the notices by the members.

ARTICLE XXI

SEVERALTY


The invalidity of any provision or provisions of these Bylaws shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of these Bylaws, and in such


event, all of the other provisions of these Bylaws shall continue in full force and effect as if such invalid provision had never been included herein.


IN WITNESS WHEREOF, we being all of the Directors of THE WOODS OF BRUSHY CREEK HOMEOWNERS ASSOCIATION, INC. have hereunto set our hands this 10 day of MARCH 1986.


ROBERT N. JORDAN


BRUCE J. HERBERT


ED THOMAS



DAN BURCK


DEAN ASH

THE STATE OF TEXAS
COUNTY OF Travis

I, the undersigned authority, a Notary Public in and for said County and State, do hereby certify that on this day, the 10 day of March, 1986, personally appeared before me ROBERT N. JORDAN, BRUCE J. HERBERT, ED THOMAS, DAN BURCK and DEAN ASH, who, each being by me first duly sworn, each personally declared that he is one of the persons who signed the foregoing document as a member of the Board of Directors, of THE WOODS OF BRUSHY CREEK HOMEOWNERS ASSOCIATION, INC., and that the above is a true and correct statement of the Bylaws adopted by said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.


Notary Public, State of Texas
NANCY K. HARRIS
NOTARY PUBLIC, TRAVIS CO.
MY COMMISSION EXPIRES 2-2-87
Name Printed/Typed

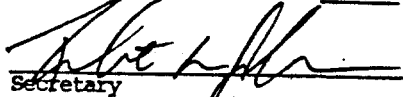
My commission expires: _____

CERTIFICATION

I, the undersigned, do hereby certify:

THAT, I am the duly elected and acting Secretary of THE WOODS OF BRUSHY CREEK HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, and THAT the foregoing Bylaws constitute the original Bylaws of the said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 26 day of FEBRUARY, 1986.

IN WITNESS WHEREOF, I have hereunto set my hand on this 27 day of FEBRUARY, 1986.


Secretary
Robert N. Jordan

8-186.83