

By-Laws

of

529-94-3808

WESTHOLLOW VILLAGE PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I

Name and Location

The name of the corporation shall be Westhollow Village Property Owners Association, Inc., a non-profit corporation formed under the Texas non-profit Corporation Act and it is sometimes referred to in these By-laws as the "Association." The principal office of the corporation shall be located at **11430 Bissonnet, Suite C6**, Houston, Texas, but meetings of members may be held at such other place within the State of Texas as may be designated by the Board of Directors from time to time. This corporation is referred to in the Declaration of Westhollow Village Subdivision ("Declaration") in Houston, Harris County, Texas.

ARTICLE II

Definitions

The definitions contained in the Declaration are adopted for these By-Laws and all defined terms and words used herein, unless otherwise indicated, shall be used in the same manner as such terms or word are used in the Declaration.

1. "Association" shall mean and refer to Westhollow Village Property Owners Association, Inc., its successors and assigns.
2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
3. "Common Area" shall mean all real property, if any, owned by the Association for the common use and enjoyment of the Owners.
4. "Lot" shall mean and refer to any plot of land not an unrestricted reserve shown upon any recorded subdivision map of the Properties with the exception of the Common Areas, if any.
5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the Properties but excluding those parties having such interest merely as security for the performance of an obligation.
6. "Declarant" or "Developer" shall mean and refer collectively to Westhollow Village Joint Venture, Ironwood Development Co. and Jaguar Development Co., its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the County Clerk of Harris County, Texas. 529-94-3809
8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.
9. "Board of Directors" shall mean and refer to the duly elected or appointed members who serve and act as the Directors of the corporation.

ARTICLE III

Memberships

1. Composition

Each Owner of an Assessable Lot, including Developer, shall by virtue of such ownership automatically be a Member of the Association and shall remain a Member thereof until such time as his total ownership ceases for any reason, at which time his membership in the Association shall also automatically cease. Membership in the Association shall be appurtenant to and shall automatically follow the ownership of each Assessable Lot and upon any transfer of ownership howsoever caused or brought about, the new owner shall automatically be and become a member of the Association. Certificates evidencing membership may be issued **upon request**. It shall be the obligation of each Owner to furnish satisfactory evidence to the Board of Directors of the ownership of his Assessable Lot at the time his ownership is acquired.

2. Voting Rights

The Association shall have the following class or classes of voting membership with the following rights:

CLASS A: Each Owner of an Assessable Lot, who has paid in full their Annual Assessments at the time the vote is taken, shall **collectively** be the Class A Members and by virtue of such membership, the Owner of each Assessable Lot shall be entitled to one vote in the Association **per Lot owned**. There shall be no fractional votes. When the owner of an Assessable Lot consists of more than one person or entity, they shall designate one of their number to enact their vote with respect to such Assessable Lot.

CLASS B: Class B membership terminated at midnight on 31 December 1984.

Voting on any question, other than an election, may be by voice or show of hands unless the presiding officer shall order or any member shall demand that voting be by roll call or by written ballot.

3. Annual Meetings

An annual meeting of the Members for the purpose of voting on such matters or transacting such business as may properly come before the meeting shall be held **in the month** of April of each year at such place as may be designated by the Board of Directors, or at such other time (not more than **thirty (30)** days prior to or subsequent to the aforesaid month) as the Board

of Directors shall designate and fix by notice to the Members, delivered not less than ten (10) nor more than sixty (60) days prior to the date fixed for said meeting.

4. Order of Business and Annual Meeting

529-94-3810

At the annual meeting of the Members, the following shall be the order of business:

- A. Reading of the minutes of the last Annual Meeting of the Members;
- B. Presidents report;
- C. Secretary and Treasurers reports;
- D. Election of Directors to replace Directors whose terms have expired in accordance with the terms of the Declaration for the Association for the ensuing year;
- E. Other business that may be properly brought before the meeting.

5. Special Meetings

Special meetings of the Members may be called by the President or any Vice-President of the Association at any time or may be called upon petition to the President by Members entitled to cast twenty-five percent (25%) of all votes of all Classes of Members with voting privileges or by a majority of the Board of Directors. Notices of Special Meetings shall be in writing and shall be delivered not less than three (3) nor more than twenty-one (21) days before the date of such meeting and shall state the date, time, place and general purpose of the meeting. No business shall be transacted at any Special Meeting which is not generally stated in the notice, unless Members representing at least fifty-one (51%) percent of the votes of all Class of Members of the Association, either in person or by proxy, consent to the transaction of such business. All Special Meetings shall be held at a convenient location and time in Harris County, Texas, which shall be determined by the **Board of Directors**.

6. Proxy

At any meeting of Members, a Member entitled to vote thereat may vote by proxy, executed in writing by the Member or his duly authorized representative and filed with the Secretary before such meeting. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. Every proxy shall be revocable.

7. Notice of Meetings

If notice of an Annual or Special Meeting is mailed, the notice of meeting shall be deemed to have been delivered three (3) days after deposit in the U.S. Mail, postage prepaid, addressed to the member at his address last appearing on the books or records of the Association, or supplied by such member to the Association for the purpose of notices. All Members attending any meeting shall be deemed to have received proper notice of such meeting.

8. Quorum

529-94-3811

The presence in person or by proxy of **thirty (30)** members with voting privileges shall constitute a quorum at such meeting. If a quorum is present at any meeting of members, unless otherwise expressly provided for by a statute, the Articles of Incorporation, the Declaration of these By-Laws, all questions voted upon shall be decided by a simple majority of the valid votes cast, including adjournment of the meeting from time to time without further notice. If a quorum is not present, the members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum aforesaid shall be present or represented.

9. Waiver of Notice

Written waiver of notice of any meeting signed by the Member or Members entitled to such notice, whether before or after the time of the meeting stated therein, shall be equivalent to the giving of such notice.

10. Action Without Meeting

Any action required to be taken or any action which may be taken at any meeting of the Members, may be taken without a meeting if a written consent, setting forth the action so taken shall be signed by a **majority** all of the Members entitled to vote upon the subject matter thereof and recorded in the records of the Association, whereupon the same shall have the same effect as a vote taken at a meeting of the Members.

11. Sundays and Holidays

If any day fixed in these By-Laws for a meeting of the Members shall fall on a Sunday or a legal holiday then such meeting of the Members shall be held at the same time and place on the next **convenient** day thereafter ensuing which is not a Sunday or legal holiday. No meeting of Members shall be called for a day which is a Sunday or a legal holiday.

12. Legal Entities

Members of the Association which are legal entities other than natural persons may be directly represented at any meeting of the Members through any of their officers or other representatives as they may designate without execution of a proxy.

13. Voting List

The Association shall keep at all times a current and complete list of the Members of the Association. Such list shall **show the name and the last known** address of **each** Member. Such list shall be kept on file at the office of the Association and shall be subject to inspection by any Member at any time during the usual business hours. Such list shall also be present and kept open at the time and place of all meetings of Members; shall be available for inspection of any Member during the time of such meeting; and shall be prima facie evidence as to the identity of Members. **Members, however, shall not be entitled to a copy or copies of the said list without the consent of the Board of Directors.**

ARTICLE IV
Board of Directors

529-94-3812

1. Number, Election and Term

The Board of Directors shall consist of five (5) persons who are Members of the Association, spouses of Members, or in the event that an Assessable Lot(s) is owned by a corporation or other business entity, an officer or director of such entity. The Board of Directors shall serve two (2) year terms, except for the initial Board of Directors whereby three (3) Directors shall serve two (2) year terms and two (2) directors shall serve one (1) year terms. At the expiration of each of the Directors terms of office at the annual meeting, directors shall be elected from the qualified membership such that two (2) Directors shall be elected every other year and three (3) Directors in the intervening years. The candidates receiving the highest number of votes up to the number of Directors to be elected shall be deemed elected. All votes shall be cast by written ballot. Members shall not vote cumulatively for the election of Directors.

2. Resignations

Any Director may resign his office at any time by giving written notice of his resignation to the President of the Association and any such resignation shall be effective on the effective date stated in such notice.

3. Vacancies

Any vacancy occurring in the Board shall be filled for the unexpired term by the vote of the Board of Directors at a regular meeting of the Directors.

4. Quorum

At all meetings of Directors the presence of a majority of the Directors shall constitute a quorum and unless otherwise provided for or required by statute or in these By-Laws, all questions at any meeting at which a quorum is present, shall be determined by the affirmative vote of a majority of the Directors. If less than a quorum is present at any meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

5. Annual Meetings

An Annual Meeting of the Board may be held without notice, other than the notice hereby given, immediately after and at the same place as the annual Meeting of the Members or at a place and time as the Board of Directors shall designate but within thirty (30) days after the Annual Meeting of the Members.

6. Special Meetings

Special meetings of the Board may be called by or at the request of the President or by or at the request of two (2) Directors then in office. The person or persons authorized to call such Special Meeting of the Board may fix the date, time and place for such meetings. Written notice of Special Meetings shall be given at least three (3) days prior to the date of meeting by

personal delivery or by mail or telegram addressed to the address of each Director as last shown by the records of the Association. If mailed, such notice shall be deemed delivered three (3) days after deposit in the U.S. Mail, postage prepaid. Each notice shall briefly set out the purpose of the meeting and the time, date and place of the meeting.

7. Waiver of Notice

Before or at or after any meeting of the Board any Director may verbally or in writing waive notice of the time, date, place and purpose 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 be deemed as a waiver of the required notice of such meeting. If all Directors are present at any meeting of the Board, no notice thereof shall be required and any business may be transacted at such meeting.

8. Compensation

Directors as such shall not receive or be entitled to any pay or compensation for their services as Directors. **Directors may however be reimbursed for only actual out of pocket expenses as may be incurred in performing the duties of their office(s).** Directors or their spouses or immediate relations may not serve the Association either contractually or otherwise in any capacity whereby they would receive compensation for their services. Compensation shall include trade and barter type arrangements.

9. Written Consent

Any action required by law or in these By-Laws to be taken at a meeting of the Board, or any action which may or could be taken at any Annual or Special Meeting of the Directors, may be taken without a meeting if a consent in writing, setting forth the actions so taken shall be signed by a majority of the Directors and recorded in the records of the Board, whereupon the same shall have the same effect as vote taken at a meeting of the Directors.

10. Removal

Any director may be removed from his position as Director, either with or without cause, by the vote of two-thirds (2/3rds) of the votes represented at a meeting of the Members of the Association called to consider such action. **Any Director may also be removed by a majority vote of the Board of Directors for missing three (3) consecutive meetings of the Board of Directors.**

11. Meeting Schedule

The Directors shall normally meet monthly at a time and place mutually agreeable to the Directors. Such time and place does not have to be announced or notice given to the general membership although nothing would preclude such notice. The meetings will however be open to all members of the Association to attend but they shall have no voting privileges and may only join discussions at the consent of the Board of Directors. The Directors are not required to meet monthly but may meet more than once monthly, such decision on meeting frequency being within the discretion of the Board of Directors.

ARTICLE VAuthority, Powers and Duties of the Board of Directors

The Board of Directors shall manage and administer the affairs of the Association and shall have all such duties, rights, powers and authority given to it by all applicable laws and statutes of the State of Texas, the Declaration or these By-Laws and as may from time to time be delegated to it by the Association in addition to the following:

- (a) **The elect officers of the Association from within the members of the Board of Directors.**
- (b) To manage and administer the affairs of the Association.
- (c) To keep or cause to be kept books of accounts reflecting all of the Associations income and disbursements. Any Member shall have the right to inspect such books at the office of the Association **during normal business hours and after making an appointment for such review. No copies shall be provided without the express consent of the Board of Directors.**
- (d) Upon the dissolution of the Architectural Control Committee, to succeed to the authority, powers and duties of said Committee, as set forth in Article 7 of the Declaration.
- (e) To improve, beautify, manage, operate, care for and maintain the Community Properties, the entrances to the Subdivision, the esplanades and vacant lots in the Subdivision, the flood control right-of-way and such other areas as the Board of Directors of the Association shall determine **is prudent and/or proper.**
- (f) To pay taxes and insurance premiums on all of such properties or improvements.
- (g) To promote the health, safety, convenience, enjoyment and welfare of the Members and providing and doing all things necessary and desirable, in the opinion of the Board of Directors of the Association, for the maintenance or improvement of the Community Properties or for the benefit of the Members.
- (h) In general, the Board shall have all such duties, rights and authority to do all such acts and things as are not by the Declaration or these By-Laws directed to be done or exercised directly by the Members of the Association, which shall be necessary or reasonably required for the successful and orderly administration, management and operation of the Subdivision established by the Declaration to which these By-Laws pertain.
- (i) **To employ a manager, an independent contractor or such other employees as they deem necessary and to prescribe their duties.**
- (j) **To adopt and publish rules and regulations governing the use of the Common Area and facilities, if any, and the personal conduct of the members and their guests thereon and to establish penalties for the infraction thereof.**

- (k) To suspend the voting rights and right to use the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association or who has an action at law against them for violation of conditions or requirements contained in the Declaration. Such rights may also be suspended after notice, for a period not to exceed sixty (60) days for infraction of published rules and regulations.
- (l) To exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration.
- (m) To declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.
- (n) To let contracts for the Association to perform such duties as are required to manage the Association and its Common Areas and assets.
- (o) To supervise all officers, agents and employees of the Association and to see that their duties are properly performed.
- (p) To fix the amount of the Annual Assessment against each lot and, as more fully described in the Declaration, to take action at law or by other means against an owner for non-payment of the assessments.
- (q) To establish any committee or committees containing or not containing members of the Board of Directors which the Board shall deem to be necessary or desirable, such that said committees shall not have the ability to incur debts, sign contracts or expend funds without the express consent of the Board of Directors. Said consent will be part of the minutes and records of the Board of Directors.

ARTICLE VI

Officers

1. Enumeration of Offices

The principal officers of the Association shall be a President and one or more Vice-Presidents, a Secretary and one or more Assistant Secretaries and a Treasurer and one or more Assistant Treasurers and such other officers as the Board may from time to time appoint. The President, **the Secretary and the Treasurer** shall at all times be members of the Board of Directors.

2. Election of Officers

The election of officers shall take place at the first meeting of the Board following each Annual Meeting of the Members.

3. Term

The officers of the Association shall be elected or appointed annually by the Board and each officer shall hold office for one (1) year and until his successor has been elected or appointed, unless he shall sooner resign or shall be removed or is otherwise disqualified to serve.

4. Special Appointments

The Board may elect to appoint 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 may from time to time determine.

5. Removal and Resignation

Any officer may be removed from office without cause at any time by majority vote of the Board. In addition to the method of removal of officers provided for in the Declaration and herein, any officer may be removed from his position as officer, with or without cause, by the vote of two-thirds (2/3rd) of the votes represented at a meeting of the Members of the Association called to consider such action. Any officer may resign at any time by giving written notice of resignation to the President or Secretary of the Association and any such resignations shall take effect on the effective date specified in such notice and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6. Vacancies

Vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

7. Multiple Offices

No person shall simultaneously hold more than one (1) office, except in the case of special offices created pursuant to paragraph 4 of this Article.

8. No Compensation

The officers shall serve without any pay or compensation for services as such. **Officers however may be compensated for their actual out of pocket expenses incurred in performing the duties of their offices.**

9. Duties of Officers

The duties of the officers are as follows:

(a) President

The president shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. The President shall preside at all meetings of the Members and all meetings of the Board. **He/She** shall sign, with the Secretary or Assistant Secretary, certificates of membership, any deeds, mortgages, bonds, contracts or other instruments which the Board has

authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board to some other officer or agent of the Association or shall be required by law to be otherwise signed or executed; and in general, **he/she** shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time. The President shall not have the authority to bind the Association to any employment agreement in behalf of the Association unless such employment agreement be expressly approved and authorized in advance by Resolution of the Board. In the event that such employment agreement provides for the Association employing any person who at the time of such employment or at any time during the period of such employment is an officer or **director** of the Association, then **the person so named shall immediately resign or else the contract shall have no validity.** **He/She** shall have all the general powers and duties which are usually vested in the office of President of non-profit corporation under the laws of the State of Texas.

(b) Vice Presidents

In the absence of the President or in the event of **his/her** inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated, or in the absence of any designation, then in the order of their election) shall perform the duties of the President and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board.

(c) Secretary

The Secretary shall: a.) keep the minutes of the meetings of Members and of the Board in one or more books provided for that purpose; b.) see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; c.) be custodian of the Association records and of the seal of the Association and see that the seal of the Association is affixed to all certificates of membership prior to the issuance thereof and to all documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these By-Laws; d.) see that a register is **kept** of the post office address of each member; e.) sign with the President certificates of membership, the issue of which shall have been authorized by Resolution of the Board; f.) have general charge of the **record** books of the Association; g.) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to **him/her** by the President or by the Board.

(d) Treasurer

If required by the Board, the Treasurer shall give a bond for the faithful discharge of **his/her** duties in such sum and with such surety or sureties as the Board shall determine. **He/She** shall: a.) have charge of and be responsible for all funds and securities of the Association, receive and give receipts for monies due and payable to the Association from any source whatsoever and deposit all such monies in the name of the

Association in such banks, trust companies or other depositories as shall be selected by the Board; b.) supervise or coordinate with a bookkeeper who is contracted with to perform the daily bookkeeping activities of the Association and who is given such duties to perform as are herein required of the Treasurer; c.) in general perform all the duties incident to the officer of Treasurer and such other duties as from time to time may be assigned to him by the Board.

ARTICLE VII

Books and Records

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

ARTICLE VIII

Corporate Seal

The Board may adopt and have a corporate seal for the Association which shall be in such form and with such wording as the Board may determine.

ARTICLE IX

Indemnification of Officers and Directors

1. The Association shall indemnify any director or officer or former Director or former officer of the Association for expenses and costs (including reasonable attorneys fees) actually and necessarily incurred by him in connection with any claim asserted against him, by action in Court or otherwise, by reason of his being or having been such Director or officer, except in relation to matters as to which he shall have been guilty of negligence, bad faith, reckless disregard of his duties, **misconduct or any illegal act** in respect to the matter in which indemnity is sought. **All directors shall be assumed to be performing their duties in good faith until and unless proved otherwise in a court of law.**
2. If the Association has not fully indemnified him, the Court in the proceedings in which any claim against any such Director or officer, or former Director or former officer, has been asserted or any Court having the requisite jurisdiction of an action instituted by such Director or officer or former Director or former officer on his claim of indemnity, may assess indemnity against the Association, its receiver or trustee, for the amount paid by any such Director or former Director or officer or former officer in satisfaction of any judgement or in compromise of any such claim (exclusive in either case of any amount paid to the Association) and any expenses and costs (including reasonable attorneys fees) actually and necessarily incurred by him in connection therewith to the extent that the Court shall deem

reasonable and equitable, provided, nevertheless, that indemnity may be assessed under this Article only if the Court finds that the person indemnified was not guilty of negligence, bad faith, reckless disregard of his duties, misconduct **of any illegal act** in respect of the matter for which indemnity is sought.

ARTICLE X

Amendments

1. These By-Laws may be amended from time to time at any Annual or Special Meeting of the Association called for that purpose at which a quorum of Members of the Association is present by the affirmative vote **of a majority** of the number of votes entitled to vote upon **the** amendment hereof **at the said meeting**. The Members of the Association may delegate to the Board of Directors the power to alter, amend or repeal these By-Laws or to adopt new By-Laws. The Amendments to these By-Laws need not be filed for record and it shall be the duty and obligation of all persons interested in these By-Laws to inquire from the Secretary of the Association whether any amendments or new By-Laws have been adopted.
2. **In case of any conflict between the Declaration and these By-Laws, the Declaration shall control.**

ARTICLE XI

Fiscal Year

The fiscal year of the Association shall be the calendar year.

ARTICLE XII

Mortgages

The Owner of each Lot who places or has placed a mortgage or other lien on his Lot hereby consents that the Association through any of its officers **or agents** may report to the Mortgagor any default made by such Owner in payment of any assessment levied by the Association **and acknowledges that the Association has the right to take an action at law to force the payment of said assessment.**

ARTICLE XIII

Severability

If any article, paragraph, sentence, clause or phrase of these By-Laws or application thereof in any circumstances shall be held invalid or unenforceable, the validity or enforceability article, paragraph, sentence, clause or phrase in any other circumstance shall not be affected thereby.

ARTICLE XIVContracts, Loans, Checks, Deposits and Transactions1. Contracts

The Board may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, such authority may be general or confined to the specific instances.

2. Check, Drafts, Etc.

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall, from time to time be determined by Resolution of the Board of Directors. **All checks, drafts or other orders shall as a minimum be signed by one (1) number of the Board of Directors.**

3. Deposits

All funds of the Association not otherwise employed shall be deposited, from time to time, to the credit of the Association in such banks, trust companies or other depositories in Harris or Fort Bend County, Texas as the Board of Directors may select.

4. Transactions with Members, Directors and Officers


The Association may **not** enter into contracts or transact business with one or more of its Directors or officers or with any firm of which one or more of its directors or officers are members, or with any corporation, association, company, organization or entity in which one or more of its Directors or officers are directors, officers, trustees, shareholders, beneficiaries or are otherwise interested.

ADOPTION

WESTHOLLOW VILLAGE SUBDIVISION, a Texas non-profit corporation, does hereby approve and adopt the foregoing By-Laws to govern the administration of the Property and Improvements thereon constituted into said Subdivision organized as a Texas non-profit corporation and these By-Laws may be amended from time to time as provided for above.

APPROVED AND ADOPTED this 21st day of April, 1992.

Westhollow Village Property Owners Association, Inc.

by: 
President

Attest:
by: 
Secretary

FOOTNOTE PAGE

- * Article III, Paragraph 2 was amended in accordance with Article X at the annual meeting of the Association held on 22 April 1986.
- * Article III, Paragraph 8 was amended in accordance with Article X at the annual meeting of the Association held on 22 April 1986.
- * Article IV, Paragraph 1 was amended in accordance with Article X at the annual meeting of the Association held on 19 April 1988.
- * The following Articles and paragraphs were amended in accordance with Article X at the annual meeting of the Association held on 21 April 1992:
 - Article I;
 - Article II, Paragraphs 1 thru 9;
 - Article III, Paragraphs 1, 2, 3, 5, 8, 10, 11 and 13;
 - Article IV, Paragraphs 1, 3, 5, 8, 9, 10 and 11;
 - Article V, Paragraphs a, c, e and i thru g;
 - Article VI, Paragraphs 1, 8, 9a, 9b, 9c and 9d;
 - Article IX, Paragraphs 1 and 2;
 - Article X, Paragraphs 1 and 2;
 - Article XII;
 - Article XIV, Paragraphs 2 and 3.

The Certificate of Amendment to By-Laws is held at the principle office of the corporation.