

14.1. DRAFTER'S INTENT. Because Declarant intends these Bylaws to serve the Association for many years beyond the initial development, construction, and marketing of the Property, Declarant purposefully did not draft these Bylaws from its own perspective. Instead, as a courtesy to future users of these Bylaws, Declarant compiled most of the Declarant-related provisions in the Declaration. Although Declarant is initially an owner and a member of the Association, Declarant is intentionally exempt from a number of obligations that apply to other owners, and has a number of rights that other owners do not have.

14.2. CONFLICTING PROVISIONS. If any provision of these Bylaws conflicts with any provision of the applicable laws of the State of Texas, the conflicting Bylaws provision is null and void, but all other provisions of these Bylaws remains in full force and effect. If a provision of the Association's certificate of formation or Articles of Association conflicts with these Bylaws, the certificate of formation or Articles controls. In the case of any conflict between the Declaration and these Bylaws, the Declaration controls.

14.3. SEVERABILITY. Whenever possible, each provision of these Bylaws will be interpreted in a manner as to be effective and valid. Invalidation of any provision of these Bylaws, by judgment or court order, does not affect any other provision which remains in full force and effect.

14.4. CONSTRUCTION. The effect of a general statement is not limited by the enumerations of specific matters similar to the general. The captions of articles and sections are inserted only for convenience and are in no way to be construed as defining or modifying the text to which they refer. The singular is construed to mean the plural, when applicable, and the use of masculine or neuter pronouns includes the feminine.

14.5. FISCAL YEAR. The fiscal year of the Association will be set by resolution of the board, and is subject to change from time to time as the board determines. In the absence of a resolution by the board, the calendar year is the fiscal year.

14.6. WAIVER. No restriction, condition, obligation, or covenant contained in these Bylaws may be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

CERTIFICATION & ACKNOWLEDGMENT

As the undersigned secretary and Declarant and the initial member of the Henshaw Creek Property Owners' Association, I certify that the foregoing Bylaws of Henshaw Creek Property Owners' Association were adopted for the benefit of the Association by the initial Board of Directors of Henshaw Creek Property Owners' Association, by unanimous consent for the organizational meeting of the Board for the purpose of adopting these Bylaws.

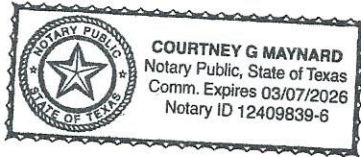
SIGNED this 24th day of July 2023.

Henshaw Creek Property Owners' Association

By: *Michael Werner*
MICHAEL WERNER, Secretary

STATE OF TEXAS §
 §
COUNTY OF SMITH §

This instrument was acknowledged before me on this 24th day of July 2023, 2023 by MICHAEL WERNER, Secretary of Henshaw Creek Property Owners' Association, a Texas nonprofit corporation, on behalf of said nonprofit corporation.



Courtney Maynard
NOTARY PUBLIC, STATE OF TEXAS

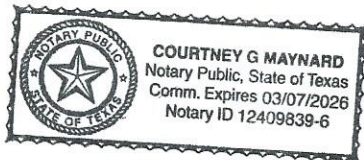
WERNER-TAYLOR LAND & DEVELOPMENT, L.P., a Texas limited partnership

By: WERNER-TAYLOR MANAGEMENT, LLC, a Texas limited liability company, Its General Partner

By: *Michael Werner*
MICHAEL WERNER, President

STATE OF TEXAS §
 §
COUNTY OF SMITH §

This instrument was acknowledged before me on this 24th day of July 2023, 2023 by MICHAEL WERNER, President of WERNER-TAYLOR MANAGEMENT, LLC, a Texas limited liability company, General Partner of WERNER-TAYLOR LAND & DEVELOPMENT, L.P., a Texas limited partnership, on behalf of said limited partnership.



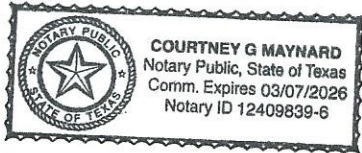
Courtney Maynard
NOTARY PUBLIC, STATE OF TEXAS

By: WERNER CROSSING, LLC, a Texas limited liability company,

By: *Michael Werner*
MICHAEL WERNER, President

STATE OF TEXAS §
 §
COUNTY OF SMITH §

This instrument was acknowledged before me on this 24th day of July 2023, 2023 by MICHAEL WERNER, President of WERNER CROSSING, LLC, a Texas limited liability company.



Courtney Maynard
NOTARY PUBLIC, STATE OF TEXAS

WHEN RECORDED RETURN TO:

Mr. Michael J. Werner
Werner-Taylor Land & Development, L.P.
7266 Crosswater
Tyler, Texas 75703