

Filed and Recorded  
Official Public Records  
Stacey Kemp  
Collin County, TEXAS  
02/05/2008 02:33:50 PM  
\$44.00 DLAIRD  
20080205000140080

AFTER RECORDING, PLEASE RETURN TO:

Judd A. Austin, Jr.  
Henry Oddo Austin & Fletcher, P.C.  
1700 Pacific Avenue  
Suite 2700  
Dallas, Texas 75201



A handwritten signature in cursive script that reads "Stacey Kemp".

**FIRST SUPPLEMENTAL  
CERTIFICATE AND MEMORANDUM OF RECORDING  
OF ASSOCIATION DOCUMENTS FOR  
PANTHER CREEK ASSOCIATION OF HOMEOWNERS, INC.**

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

The undersigned, as attorney for the Panther Creek Association of Homeowners, Inc., for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following dedicatory instrument affecting the owners of property described on Exhibit B attached hereto, hereby states that the dedicatory instrument attached hereto is a true and correct copy of the following:

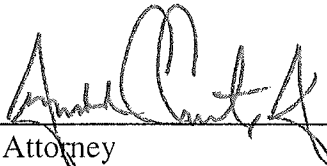
***First Amendment to the Bylaws of Panther Creek Association of Homeowners, Inc. (Exhibit "A").***

All persons or entities holding an interest in and to any portion of property described on Exhibit B attached hereto are subject to the foregoing dedicatory instrument.

IN WITNESS WHEREOF, the Panther Creek Association of Homeowners, Inc. has caused this First Supplemental Certificate and Memorandum of Recording of Association Documents to be filed with the office of the Collin County Clerk, and supplements that certain Certificate and Memorandum of Recording of Association Documents for Panther Creek Association of

Homeowners, Inc., filed on September 6, 2007, and recorded as Instrument Number 20070906001245030 in the Official Public Records of Collin County, Texas.

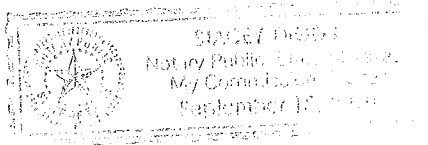
**PANTHER CREEK ASSOCIATION  
OF HOMEOWNERS, INC.**

By:   
Its: Attorney

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Judd A. Austin, Jr., attorney for Panther Creek Association of Homeowners, Inc., known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND AFFIRMED SEAL OF OFFICE on this 1<sup>st</sup> day of February, 2008.



  
Notary Public, State of Texas

**FIRST AMENDMENT TO  
THE BYLAWS OF PANTHER CREEK  
ASSOCIATION OF HOMEOWNERS, INC.**

This First Amendment to the Bylaws of Panther Creek Association of Homeowners, Inc. is effective as of the 19<sup>th</sup> day of December, 2007, by the Panther Creek Association of Homeowners, Inc. (the "Association").

**WITNESSETH:**

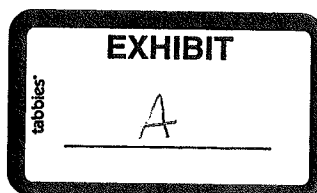
**WHEREAS**, Article XVI, Section 16.01 of the Bylaws of Panther Creek Association of Homeowners, Inc. (the "Bylaws") provides that the Bylaws may be amended at a regular or special meeting of the members; and

**WHEREAS**, Article III, Section 3.07 of the Bylaws provides that when a quorum is present at any meeting, the vote of the holders of fifty-one percent (51%) of the members represented at the meeting, present in person or by proxy, shall decide any question brought before such meeting; and

**WHEREAS**, on the 19<sup>th</sup> day of December, 2007, a regular meeting of the members of the Association (the "Meeting") was held in accordance with the Bylaws of the Association and at such Meeting, certain amendments to the Bylaws were proposed to the Members to be considered and voted upon; and

**WHEREAS**, the amendments to the Bylaws, as set forth hereinafter with specificity, were approved by the holders of at least fifty-one percent (51%) of the members represented at the Meeting.

**NOW, THEREFORE**, the Bylaws of the Association are hereby amended as follows:



(a) Section 3.03 of Article III of the Bylaws is hereby deleted in its entirety and shall hereafter read as follows:

**3.03 Annual meetings of the members shall be held at a time and on a day to be selected by the Board of Directors within ninety (90) days before the closing of the Corporation's fiscal year. At the meeting, the members shall elect a Board of Directors and transact such other business as may properly be brought before the meeting.**

(b) Section 3.06 of Article III of the Bylaws is hereby deleted in its entirety and shall hereafter read as follows:

**3.06 The holders of one-fourth (1/4) of the total votes to be cast at such meeting, present in person or represented by proxy, shall be requisite and shall constitute a quorum at all meetings of the members for the transaction of business. To the extent of any greater requirement for a quorum in the Declaration, this paragraph shall be deemed to amend and supersede the Declaration, unless the Declarant specifically requires otherwise in writing submitted to the Board of Directors. If a quorum is not present or represented at any meeting of the members, the members entitled to vote thereat, present or represented by proxy, shall have the power to adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the original meeting date, without notice other than announcement at the meeting, until a quorum is present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.**

(c) Section 4.02 of Article IV of the Bylaws is hereby deleted in its entirety and shall hereafter read as follows:

**4.02 The Directors shall be selected by the Declarant acting in its sole discretion and shall serve at the pleasure of the Declarant so long as the Class B membership exists, as set forth in the Declaration, unless the Declarant shall earlier surrender this right to select Directors. The Directors selected by the Declarant need not be owners or residents of Panther Creek Estates. After**

**the period of Declarant appointment, all Directors must be members of the Association.**

(d) Section 9.01 of Article IX of the Bylaws is hereby deleted in its entirety and shall hereafter read as follows:

**9.01 With respect to the Common Areas or other Association responsibilities, in accordance with the Articles of Incorporation and Bylaws of the Association, the Association shall have the right to contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives or neighborhood and other home owners or residents' associations, both within and without Panther Creek Estates. Such agreements shall require the consent of two-thirds (2/3) of all the Directors of the Association.**

(e) Section 10.02 of Article X of the Bylaws is hereby deleted in its entirety and shall hereafter read as follows:

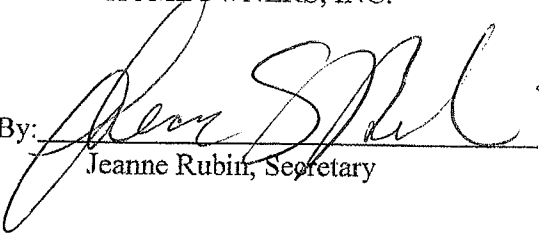
**10.02 The notice and hearing provisions set forth above do not apply if the Association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action. If a suit is filed relating to any of the foregoing matters, a party to the suit may file a motion to compel mediation. The notice and hearing provisions set forth above do not apply to a temporary suspension of a person's right to use common areas if the temporary suspension is a result of a violation that occurred in a common area and involved a significant and immediate risk of harm of others in Panther Creek Estates. A temporary suspension is effective until the Board makes a final determination on the suspension action following the notice and hearing procedures prescribed above. In the event of foreclosure, the Board must comply with rules and regulations set forth in the Act and in particular §§209.009, 209.010 and 209.011. Specifically, the Association may not foreclose upon an assessment lien if the debt securing the lien consists solely of fines assessed by the Association or attorney's fees incurred by the Association solely associated with fines assessed by the Association.**

(f) Paragraph (a) of Section 15.04 of Article XV of the Bylaws is hereby deleted in its entirety and shall hereafter read as follows:

- (a) **Inspection by Members.** The membership register, books of account, and minutes of the meetings of the members, the Board, and committees shall be made available for inspection and copying by any member of the Association or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a member at the office of the Association or at such other place within Panther Creek Estates as the Board shall prescribe.

EXECUTED to be effective as of the 19<sup>th</sup> day of December, 2007.

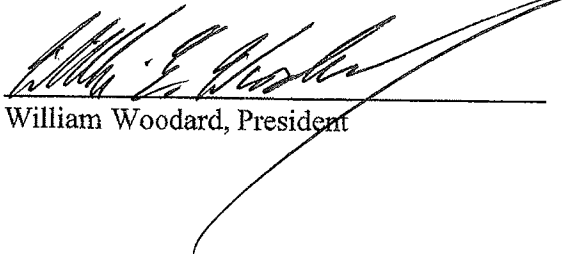
PANTHER CREEK ASSOCIATION OF  
HOMEOWNERS, INC.

By:   
Jeanne Rubin, Secretary

**CERTIFICATION OF AMENDMENT TO BYLAWS**

I, William Woodard, the duly elected President of the Panther Creek Association of Homeowners, Inc., hereby certify:

This First Amendment to the Bylaws of the Panther Creek Association of Homeowners, Inc. was approved pursuant to the requirements set forth in Article XVI, Section 16.01 of the Bylaws, at the annual meeting of the members of the Association held on December 19, 2007 at which a quorum was present, and that the same does now constitute a portion of the Bylaws of Panther Creek Association of Homeowners, Inc.

  
William Woodard, President

## EXHIBIT B

Those tracts and parcels of real property located in the City of Frisco, Collin County, Texas and more particularly described as follows:

- (a) All lots and tracts of land situated in **Panther Creek Estates, Phase I, an Addition to the City of Frisco, Collin County, Texas, according to the Plat thereof recorded in Cabinet O, Page 407, of the Plat Records, Collin County, Texas; and**
- (b) All lots and tracts of land situated in **Panther Creek Estates, Phase II, an Addition to the City of Frisco, Collin County, Texas, according to the Map thereof recorded in Volume P, Page 585, of the Map Records, Collin County, Texas; and**
- (c) All lots and tracts of land situated in **Panther Creek Estates, Phase III, an Addition to the City of Frisco, Collin County, Texas, according to the Map/Plat thereof recorded in Volume P, Page 279, of the Map/Plat Records, Collin County, Texas; and**
- (d) All lots and tracts of land situation in **Panther Creek Estates, Phase IV, an Addition to the City of Frisco, Collin County, Texas, according to the Map/Plat thereof recorded in Volume P, Page 747, of the Map/Plat Records, Collin County, Texas, Texas; and**
- (e) All lots and tracts of land situated in **Panther Creek Estates, Phase V, an Addition to the City of Frisco, Collin County, Texas, according to the Map/Plat thereof recorded in Volume R, Page 149, of the Map/Plat Records, Collin County, Texas; and**
- (f) All lots and tracts of land situated in **Panther Creek Estates, Phase VI, an Addition to the City of Frisco, Collin County, Texas, according to the Map/Plat thereof recorded as Instrument No. 20060724010003150 of the Map/Plat Records, Collin County, Texas.**