

Bylaws



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**CERTIFICATE
FOR
RECORDATION OF DEDICATORY INSTRUMENT
OF
THE DOMINION AT PANTHER CREEK
HOMEOWNERS' ASSOCIATION, INC.**

STATE OF TEXAS
COUNTY OF COLLIN

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Section 202.006 of the Texas Property Code requires that "A property owners' association shall file its dedicatory instruments in the real property records of each county in which the property to which the dedicatory instrument relates is located."; and

WHEREAS, The Dominion at Panther Creek Homeowners' Association, Inc, a Texas nonprofit corporation (the "Association") desires to comply with Section 202.006 by filing of record in the real property records of Collin County, Texas, the attached instrument; and

WHEREAS, the attached instrument constitutes a "dedicatory instrument" as defined by Section 202.001 of the Texas Property Code; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for The Dominion at Panther Creek, dated effective as of September 18, 2003, and recorded as Document No. 2003-0226710 in Volume 5547, Page 973 *et seq.*, Real Property Records of Collin County, Texas, as same has been amended and supplemented (the "Declaration") subjected to the scheme of development therein certain land described in Exhibit "A" thereto located in Collin County, Texas;

NOW, THEREFORE, the undersigned authorized representative of the Association hereby executes this Certificate to effect the recording of the dedicatory instrument attached hereto on behalf of the Association.

[Signature page follows.]

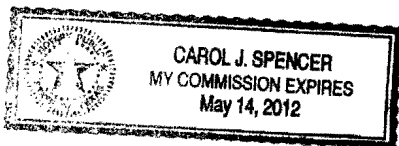
EXECUTED this 22nd day of April, 2011.

**THE DOMINION AT PANTHER CREEK
HOMEOWNERS' ASSOCIATION, INC.,
a Texas non-profit corporation**

By: Charles W. Spencer
Charles W. Spencer,
Authorized Representative

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 22nd day of April, 2011, by Charles W. Spencer, authorized representative of The Dominion at Panther Creek Homeowners' Association, Inc, a Texas nonprofit corporation, on behalf of said corporation.



Carol J. Spencer
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

***Charles W. Spencer
7920 Belt Line Road
Suite 935
Dallas, TX 75254***

**AMENDMENT TO BYLAWS
OF
THE DOMINION AT PANTHER CREEK
HOMEOWNERS' ASSOCIATION, INC.
[Directors]**

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF COLLIN §

This AMENDMENT TO THE BYLAWS OF THE DOMINION AT PANTHER CREEK HOMEOWNERS' ASSOCIATION, INC. ("**Amendment**") is made effective as of the date of execution referenced below by the unanimous consent of the Board of Directors of The Dominion at Panther Creek Homeowners Association, Inc. (the "**Board**");

WITNESSETH:

WHEREAS, a Declaration of Covenants and Restrictions for The Dominion at Panther Creek and Provisions for The Dominion at Panther Creek Homeowners Association dated effective as of September 18, 2003, was recorded November 17, 2003 as Document No. 2003-0226710 in Volume 5547, Page 973, Real Property Records of Collin County, Texas, designating The Dominion at Panther Creek Homeowners Association, Inc. (the "**Association**") to administer and enforce the covenants and restrictions contained in the Declaration; and

WHEREAS, Article X of the Bylaws of the Association ("**Bylaws**"), provides that the power to amend the Bylaws shall be vested in the Board of Directors; and

WHEREAS, the undersigned, being all of the Directors of the Association, hereby unanimously consent to the adoption by the Board of the following resolutions:

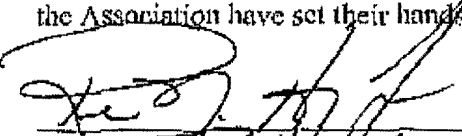
RESOLVED, that pursuant to the provisions of Article X of the Bylaws, Article IV of the Bylaws of the Association be, and hereby are amended as follows:

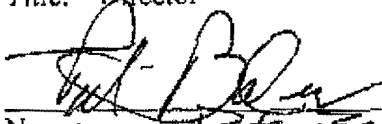
1. **Section 1. Number.** Section 1 of Article IV is amended to provide that the affairs of this Association shall be managed by a Board of (5) Directors all of whom, except for the members appointed by the Declarant, must be Lot owners or, where such owner is not an individual person, an officer, director, shareholder, partner or representative of such owner,

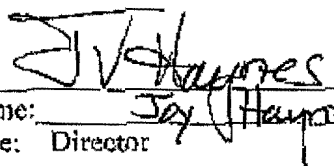
2. **Section 2. Term of Office.** The two (2) additional Directors shall be appointed by the three (3) current Directors to serve until the next annual meeting of the Association. At the next annual meeting three (3) Directors will be elected for two (2) year terms and two (2) Directors will be elected for one (1) year terms.

Thereafter Directors whose terms are expiring will be elected for two (2) year terms.

IN WITNESS WHEREOF, the undersigned members of the Board of Directors of the Association have set their hands as of the 21 day of April, 2011.


Name: Ron Hynes
Title: Director


Name: Pat Baker
Title: Director


Name: Jay Hynes
Title: Director

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
04/25/2011 04:02:41 PM
\$28.00 DLAIRD
20110425000425090



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

REC'D APR 03 2007

**UNANIMOUS CONSENT OF
THE BOARD OF DIRECTORS
OF
The Dominion at Panther Creek Homeowners Association, Inc.**

In accordance with the applicable provisions of the Texas Nonprofit Corporation Act and the Texas Business Organization Code, and the Declaration of Covenants, Conditions and Restrictions for The Dominion at Panther Creek, filed and recorded on 11-17-03 as Document #2003-0226710 in Volume 5547, Pages 973-1007 of the Public Real Estate Records of Collin County, Texas (together with each and all amendments and supplements thereto all of which are collectively referred to as "the Declaration"), and Chapter 51 of the Texas Property Code (including without limitation §51.002), the undersigned individuals, constituting all of the Directors of The Dominion at Panther Creek Homeowners Association, Inc., a Texas non-profit corporation (the "Association"), do by their signature below, waive the necessity of formal written notice concerning the time, place and purpose of a special meeting of the Board of Directors of the Association and do, by their signature below, evidence their unanimous consent to the following resolutions as the full act and deed of the Association:

RESOLVED, that it is in the best interest of the Association to appoint:

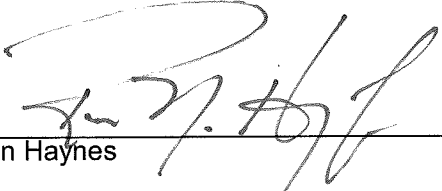
J. Christopher Bird
4114 McMillan Avenue
Dallas, Texas 75206
Telephone: (214) 827-3080
Facsimile: (214) 824-4100

to serve at the pleasure of the Board as the agent, trustee and attorney of the Association to exercise the power of sale on behalf of the Association as provided by the Declaration and the Texas Property Code; and


FURTHER RESOLVED, that J. Christopher Bird is hereby authorized and empowered to take any and all actions for and on behalf of the Association as may be necessary under the Declaration, and Chapter 51 of the Texas Property Code and as otherwise required by law; and

FURTHER RESOLVED, that all actions heretofore taken by J. Christopher Bird, attorney, agent and trustee of the Association from and after March 1, 2007, in connection with the Declaration, and Chapter 51 of the Texas Property Code shall be, and hereby are, approved, ratified and adopted as the full act and deed of this Association.

EXECUTED and EFFECTIVE as of the 1st day of March, 2007.



Ron Haynes



Joy Haynes



Pat Bales

COPY

**DEDICATORY INSTRUMENTS CERTIFICATE
THE DOMINION AT PANTHER CREEK HOMEOWNERS ASSOCIATION, INC.**

THE STATE OF TEXAS

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§
§

COUNTY OF TARRANT

for Record in:
Collin County, McKinney
Notariable Brenda Taylor
Collin County Clerk
Nov 17 2003
At 10:27am
Num : 2003-0226711
Recording/Type:CT
pt #: 45578

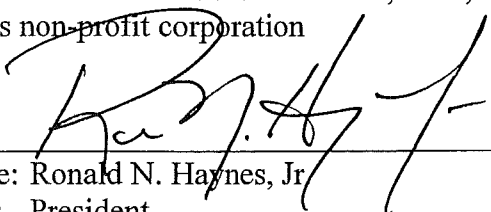
THE DOMINION AT PANTHER CREEK HOMEOWNERS ASSOCIATION, INC., a non-profit corporation (the "Association") hereby records this Certificate of Compliance in compliance with Texas Property Code §202.006, requiring filing of dedicatory instruments in the real property records of each county in which the property to which the dedicatory instrument relates is located. Attached to this Certificate as Exhibits B, C and D, respectively are true and correct copies of:

- (i) Articles of Incorporation of the Association filed with the Secretary of State of Texas (Exhibit B); and
- (ii) Unanimous Consent of Board of Directors of the Association adopting the Bylaws of the Association (Exhibit C), and copy of the Bylaws as so adopted by the Board of Directors (Exhibit D).

The above described instruments affect and relate to the Association and the real property in Collin County, Texas described in Exhibit A attached hereto (the "Property"). Restrictive covenants affecting the Property have been, and any amendments thereto have been or will be, recorded separately. The Articles of Incorporation and the Bylaws may be amended from time to time. Current copies of the same may be obtained from the Association in accordance with Texas Property Code §207.003.

Dated: October 6, 2003.

THE DOMINION AT PANTHER CREEK
HOMEOWNERS ASSOCIATION, INC., a
Texas non-profit corporation

By: 
Name: Ronald N. Haynes, Jr.
Title: President

THE STATE OF TEXAS

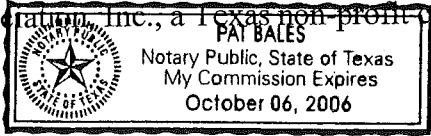
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COUNTY OF DALLAS

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This instrument was acknowledged before me this 6th day of October, 2003, by Ronald N. Haynes, Jr., President of The Dominion at Panther Creek Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Pat Bales

Notary Public in and for the State of Texas

My Commission Expires:

10-6-2006

EXHIBITS:

- Exhibit A - Property Description
- Exhibit B - Articles of Incorporation
- Exhibit C - Unanimous Consent of Board of Directors
- Exhibit D - Bylaws

PROPERTY DESCRIPTION

THE DOMINION AT PANTHER CREEK

A tract of land located in the G.W. WILCOX SURVEY, ABSTRACT NO. 973, CLAYTON ROGERS SURVEY, ABSTRACT NO. 1084, J.W. COX SURVEY, ABSTRACT NO. 159 and the M.E.P. & P.R.R. CO. SURVEY, ABSTRACT NO. 645, Frisco, Collin County, Texas and being a part of a called 285.022 acre tract of land described in Deed to Panther Creek (Dallas) Venture, L.P., recorded in County Clerk's File No. 2002-0082056 (Volume 5185, Page 3502), Deed Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with a yellow plastic cap stamped "CARTER & BURGESS" found in the West line of Hillcrest Road, a variable width public right-of-way, as established by Plat of ELDORADO PARKWAY HILLCREST ROAD AND PANTHER CREEK PARKWAY, an Addition to the City of Frisco, Collin County, Texas according to the Plat thereof recorded in Cabinet N, Pages 353 & 354, Map Records, Collin County, Texas, said point being the most Northerly Southeast corner of said Panther Creek tract;

THENCE South 88 deg. 34 min. 32 sec. West, a distance of 349.69 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 89 deg. 34 min. 08 sec. West, a distance of 273.29 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the left having a central angle of 89 deg. 34 min. 08 sec., a radius of 40.00 feet and a chord bearing and distance of South 44 deg. 47 min. 04 sec. West, 56.36 feet;

THENCE Southwesterly, along said curve to the left, an arc distance of 62.53 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South, a distance of 281.17 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "CARTER & BURGESS" found for corner in the South line of said Panther Creek tract and the North line of Eldorado Parkway, a variable width public right-of-way, as established by Plat of said Addition;

THENCE Westerly, along the common line of said Panther Creek tract and said Eldorado Parkway the following seven (7) courses and distances: South 88 deg. 34 min. 32 sec. West, a distance of 538.87 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "CARTER & BURGESS" found for corner;

THENCE South 89 deg. 35 min. 56 sec. West, a distance of 573.58 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "CARTER & BURGESS" found for corner at the beginning of a curve to the right having a central angle of 23 deg. 40 min. 40 sec., a radius of 1,440.00 feet and a chord bearing and distance of North 78 deg. 33 min. 44 sec. West, 590.86 feet;

THENCE Northwesterly, along said curve to the right, an arc distance of 595.09 feet to an "X" set in a concrete headwall for corner;

EXHIBIT A
PROPERTY DESCRIPTION
PAGE A-1

THENCE North 66 deg. 43 min. 24 sec. West, a distance of 157.07 feet to 5/8 inch iron rod with a yellow plastic cap stamped "CARTER & BURGESS" found corner at the beginning of a curve to the left having a central angle of 23 deg. 07 min. 28 sec., a radius of 1,560.00 feet and a chord bearing and distance of North 78 deg. 17 min. 08 sec. West, 625.35 feet;

THENCE Northwesterly, along said curve to the left, an arc distance of 629.61 feet to 5/8 inch iron rod with a yellow plastic cap stamped "CARTER & BURGESS" found for corner;

THENCE North 89 deg. 50 min. 52 sec. West, a distance of 543.07 feet to 5/8 inch iron rod with a yellow plastic cap stamped "CARTER & BURGESS" found for corner at the beginning of a curve to the left having a central angle of 01 deg. 27 min. 10 sec., a radius of 1,560.00 feet and a chord bearing and distance of South 89 deg. 25 min. 33 sec. West, 39.55 feet;

THENCE Southwesterly, along said curve to the left, an arc distance of 39.55 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "CARTER & BURGESS" found for corner at the beginning of a non-tangent curve to the left having a central angle of 26 deg. 50 min. 29 sec., a radius of 300.00 feet, and a chord bearing and distance of North 14 deg. 43 min. 14 sec. West, 139.26 feet;

THENCE Northerly, along the West line of said Panther Creek tract the following five (5) courses and distances: Northwesterly, along said curve to the left, an arc distance of 140.54 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "CARTER & BURGESS" found for corner at the beginning of a reverse curve to the right having a central angle of 32 deg. 47 min. 47 sec., a radius of 300.00 feet, and a chord bearing and distance of North 11 deg. 44 min. 35 sec. West, 169.39 feet;

THENCE Northwesterly, along said curve to the right, an arc distance of 171.72 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "CARTER & BURGESS" found for corner at the beginning of a compound curve to the right having a central angle of 24 deg. 36 min. 41 sec., a radius of 1143.76 feet, and a chord bearing and distance of North 16 deg. 57 min. 40 sec. East, 487.53 feet;

THENCE Northeasterly, along said curve to the right, an arc distance of 491.30 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "CARTER & BURGESS" found for corner;

THENCE North 59 deg. 27 min. 41 sec. West, a distance of 311.80 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a non-tangent curve to the right having a central angle of 28 deg. 18 min. 40 sec., a radius of 2,360.71 feet, and a chord bearing and distance of North 41 deg. 01 min. 39 sec. East, 1,154.65 feet;

THENCE Northeasterly, along said curve to the right, an arc distance of 1,166.48 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 55 deg. 10 min. 59 sec. East, a distance of 20.85 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 42 deg. 17 min. 30 sec. East, a distance of 197.42 feet to a 1/2 inch iron rod

with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 47 deg. 42 min. 30 sec. East, a distance of 60.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 42 deg. 17 min. 30 sec. East, a distance of 50.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 02 deg. 42 min. 30 sec. West, a distance of 14.14 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 42 deg. 17 min. 30 sec. East, a distance of 418.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 60 deg. 43 min. 36 sec. East, a distance of 15.81 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 47 deg. 42 min. 30 sec. East, a distance of 32.69 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the right having a central angle of 27 deg. 43 min. 28 sec., a radius of 1,938.00 feet and a chord bearing and distance of North 61 deg. 34 min. 14 sec. East, 928.64 feet;

THENCE northeasterly, along said curve to the right, an arc distance of 937.77 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 75 deg. 25 min. 58 sec. East, a distance of 183.48 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 01 deg. 49 min. 52 sec. East, a distance of 15.62 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 72 deg. 09 min. 31 sec. East, a distance of 60.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a non-tangent curve to the right having a central angle of 09 deg. 49 min. 32 sec., a radius of 480.00 feet, and a chord bearing and distance of South 12 deg. 55 min. 43 sec. East, 82.21 feet;

THENCE southerly, along said curve to the right, an arc distance of 82.31 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 08 deg. 00 min. 57 sec. East, a distance of 107.66 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 88 deg. 34 min. 32 sec. East, a distance of 152.07 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 01 deg. 25 min. 28 sec. East, a distance of 65.86 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 51 deg. 19 min. 46 sec. East, a distance of 21.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 04 deg. 38 min. 35 sec. East, a distance of 246.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 88 deg. 34 min. 32 sec. East, a distance of 130.26 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 01 deg. 25 min. 28 sec. West, a distance of 28.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 88 deg. 34 min. 32 sec. East, a distance of 50.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 46 deg. 25 min. 28 sec. East, a distance of 14.14 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 88 deg. 34 min. 32 sec. East, a distance of 138.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 01 deg. 25 min. 28 sec. East, a distance of 50.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 70 deg. 08 min. 26 sec. West, a distance of 15.81 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 01 deg. 25 min. 28 sec. East, a distance of 368.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the left having a central angle of 90 deg. 00 min. 00 sec., a radius of 40.00 feet and a chord bearing and distance of South 46 deg. 25 min. 28 sec. East, 56.57 feet;

THENCE southeasterly, along said curve to the left, an arc distance of 62.83 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 88 deg. 34 min. 32 sec. East, a distance of 206.42 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 17 deg. 00 min. 38 sec. East, a distance of 15.81 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 88 deg. 34 min. 32 sec. East, a distance of 50.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 19 deg. 51 min. 34 sec. East, a distance of 15.81 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 88 deg. 34 min. 32 sec. East, a distance of 605.54 feet to a 1/2 inch iron rod

with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the right having a central angle of 13 deg. 41 min. 38 sec., a radius of 168.00 feet and a chord bearing and distance of South 84 deg. 34 min. 39 sec. East, 40.06 feet;

THENCE easterly, along said curve to the right, an arc distance of 40.15 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 32 deg. 19 min. 22 sec. East, a distance of 15.88 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 76 deg. 01 min. 31 sec. East, a distance of 50.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 13 deg. 58 min. 29 sec. West, a distance of 15.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 04 deg. 27 min. 37 sec. East, a distance of 15.81 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 76 deg. 01 min. 31 sec. East, a distance of 70.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the left having a central angle of 90 deg. 00 min. 00 sec., a radius of 40.00 feet and a chord bearing and distance of North 58 deg. 58 min. 29 sec. East, 56.57 feet;

THENCE northeasterly, along said curve to the left, an arc distance of 62.83 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 76 deg. 01 min. 31 sec. East, a distance of 43.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 13 deg. 58 min. 29 sec. West, a distance of 538.17 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the left having a central angle of 12 deg. 07 min. 56 sec., a radius of 1,460.00 feet and a chord bearing and distance of South 07 deg. 54 min. 31 sec. West, 308.57 feet;

THENCE southerly, along said curve to the left, an arc distance of 309.15 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 06 deg. 31 min. 21 sec. West, a distance of 56.78 feet to the POINT OF BEGINNING and containing 5,895,525 square feet or 135.343 acres of land.

**UNANIMOUS ORGANIZATIONAL CONSENT OF THE
BOARD OF DIRECTORS
OF
THE DOMINION AT PANTHER CREEK HOMEOWNERS ASSOCIATION, INC.**

The undersigned, being all of the Directors named in the Articles of Incorporation of THE DOMINION AT PANTHER CREEK HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation (herein called the "Corporation"), hereby waive the requirement of holding an Organizational Meeting of the Board of Directors of the Corporation and hereby unanimously consent to the adoption by the Board of Directors of the Corporation of the following resolutions:

RESOLVED: That the form of Bylaws heretofore submitted to each of the undersigned be and it is hereby adopted as and for the Bylaws of the Corporation, and the Secretary of the Corporation be and he is hereby instructed to cause the same to be inserted in the Minute Book of the Corporation.

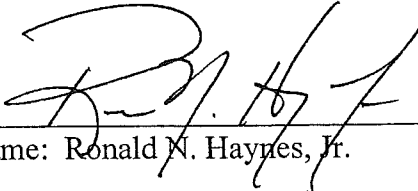
RESOLVED, FURTHER: That Ronald N. Haynes, Jr. be and he is hereby elected President and Treasurer of the Corporation and Pat Bales be and she is hereby elected Secretary of the Corporation, each to serve subject to the Bylaws.

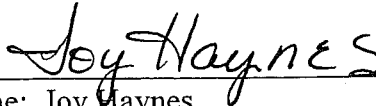
RESOLVED, FURTHER: That any and all action taken in good faith by the officers and directors of the Corporation prior to the date hereof on behalf of the Corporation and in furtherance of the transactions contemplated by the foregoing resolutions are in all respects ratified, confirmed, and approved by the Corporation as its own act and deed, and shall be conclusively deemed to be such corporate act and deed for all purposes.


RESOLVED, FURTHER: That the officers of the Corporation be and they are hereby authorized and directed to execute any and all further instruments and to do and perform any and all such other acts and things that may be necessary or proper to carry out the purposes and intent of the foregoing resolutions.

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IN WITNESS WHEREOF, the undersigned members of the Board of Directors of the Corporation have set their hands as of the 10 day of October, 2003.


Name: Ronald N. Haynes, Jr.


Name: Joy Haynes


Name: Pat Bales

BYLAWS OF

**THE DOMINION AT PANTHER CREEK
HOMEOWNERS ASSOCIATION, INC.**

A TEXAS NON-PROFIT CORPORATION

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I NAME AND LOCATION.....	1
ARTICLE II DEFINITIONS.....	1
ARTICLE III MEETING OF MEMBERS.....	2
Section 1. Annual Meetings.....	2
Section 2. Special Meeting.....	2
Section 3. Notice of Meetings.....	2
Section 4. Quorum.....	3
Section 5. Voting and Proxies.....	3
Section 6. Membership in the Association.....	3
Section 7. Voting Rights.....	3
ARTICLE IV BOARD OF DIRECTORS.....	4
Section 1. Number.....	4
Section 2. Term of Office.....	4
Section 3. Removal; Vacancies.....	4
Section 4. Compensation.....	4
Section 5. Annual Meetings.....	5
Section 6. Regular Meetings.....	5
Section 7. Special Meetings.....	5
Section 8. Quorum.....	5
Section 9. Action Taken Without a Meeting.....	5
Section 10. Powers of Board of Directors.....	5
Section 11. Committees.....	5
ARTICLE V OFFICERS AND THEIR DUTIES.....	5
Section 1. Enumeration of Officers.....	5
Section 2. Election of Officers; Term.....	6
Section 3. Resignation and Removal.....	6
Section 4. Vacancies.....	6
Section 5. Duties.....	6
ARTICLE VI INDEMNIFICATION.....	7

TABLE OF CONTENTS
(continued)

	<u>Page</u>
ARTICLE VII BOOKS AND RECORDS	7
ARTICLE VIII CORPORATE SEAL.....	8
ARTICLE IX AMENDMENTS	8
ARTICLE X MISCELLANEOUS	8
Section 1. Fiscal Year	8
Section 2. Conflicting Provisions	8
Section 3. Invalid Provisions	8
Section 4. Headings	8
Section 5. Resale Certificates	8

BYLAWS OF
THE DOMINION AT PANTHER CREEK
HOMEOWNERS ASSOCIATION, INC.
A TEXAS NON-PROFIT CORPORATION

ARTICLE I
NAME AND LOCATION

The name of the corporation is THE DOMINION AT PANTHER CREEK HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 17817 Davenport Road, Suite 210, Dallas, Texas 75252, but meetings of Members and Directors may be held at such places within the State of Texas, County of Dallas or Collin, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

The following words when used in these Bylaws, unless a different meaning or intent clearly appears from the context, shall have the following meanings:

"Assessment" or "Assessments" shall mean assessment(s), both regular annual assessments and special assessments, levied by the Association under the Declaration.

"Association" shall mean and refer to THE DOMINION AT PANTHER CREEK HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

"Board" shall mean the Board of Directors of the Association.

"Builder Members" shall mean builders approved by Declarant for construction within the Property and who own one or more Lots for construction of a residence and resale to others.

"City" shall mean and refer to the City of Frisco, Collin County, Texas.

"Conversion Date" shall mean the date of termination of the Class B membership and conversion of the same to a Class A membership, which shall be the earlier to occur of (i) the date on which the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership or (ii) January 1, 2014.

"Declarant" shall mean PANTHER CREEK (DALLAS) VENTURE, L.P., a Texas limited partnership, and successors and assigns of its interest as Declarant under the Declaration.

"Declaration" means and refers to that certain Declaration of Covenants, Conditions and Restrictions for The Dominion at Panther Creek and Provisions for The Dominion at Panther

Creek Homeowners Association executed by Declarant and recorded in the Deed Records of Collin County, Texas, as such Declaration may be amended or supplemented from time to time.

"Lot" shall mean and refer to any portion of the Property shown as a subdivided residential lot on a Plat.

"Member" means each Owner and the Declarant.

"Owner" shall mean and refer to the record owner, including sellers pursuant to executory contracts for conveyance and whether one or more persons or entities, of fee simple title to any Lot, but excluding those persons or entities having such interest merely as security for the performance of an obligation.

"Plat" shall mean a subdivision plat or plats of any portion of the Property now or hereafter filed for record in the Map or Plat Records of Collin County, Texas, as such plat or plats may be amended from time to time.

"Property" shall mean and refer to any and all property which is or becomes subject to the terms of the Declaration.

"Restrictions" shall mean the covenants, conditions and restrictions contained in the Declaration, the Articles, these Bylaws, any rules and regulations promulgated by the Association pursuant to the Declaration and any rules, regulations, guidelines or procedures promulgated by the Architectural Control Committee (as defined in the Declaration), as any of the foregoing may be adopted and amended from time to time.

ARTICLE III MEETING OF MEMBERS

Section 1. Annual Meetings. An annual meeting of the Members shall be held each calendar year on such date and at such time as shall be designated from time to time by the Board. The first annual meeting of the Members shall be held within one year after the date of incorporation of the Association. At each annual meeting, the Members shall elect Directors and transact such other business as may properly be brought before the meeting. The meeting shall be held at the place and hour designated by the Board in the notice of meeting.

Section 2. Special Meeting. Special meetings of the Members may be called at any time by the President or by the Board, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership. Only such business shall be transacted at a special meeting of Members as may be stated or indicated in the notice of such meeting.

Section 3. Notice of Meetings. 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, not less than ten (10) nor more than sixty (60) days before such meeting to each Member entitled to vote at such meeting, 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. When a meeting of the Members is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of the original meeting. When a meeting is adjourned for less than thirty (30) days, it shall not be necessary to give any notice of the time and place of the adjourned meeting or of the business to be transacted at such meeting other than by adjournment at the meeting at which the adjournment is taken.

Section 4. Quorum. Except as provided in the Declaration, Members holding one-tenth (1/10) of the votes of each class of membership entitled to be cast at a meeting of Members, represented in person or by proxy, shall constitute a quorum for any action to be taken at such meeting. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote at such meeting shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented. At such adjourned meeting at which the requisite amount of votes shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The vote of the holders of a majority of the votes entitled to be cast and thus represented at a meeting at which a quorum is present shall be required to constitute the act of the Members, unless the vote of a greater number is required by law, the Articles of Incorporation, these Bylaws or the Declaration.

Section 5. Voting and Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and signed by the Member or his or her duly authorized attorney in fact and shall bear a date not more than eleven (11) months prior to any such meeting, unless the proxy provides that it is to be valid for a period in excess of eleven (11) months. Each proxy shall be revocable unless expressly provided therein to be irrevocable, and in no event shall it remain irrevocable for more than eleven (11) months. A proxy granted by any Member shall automatically cease as to any Lot conveyed by such Member to another person. At any election of Directors, every Member entitled to vote at such election shall have the right to vote, in person or by proxy, the number of votes allocated to such Member for as many persons as there are Directors to be elected and for whose election he or she has a right to vote. Members are expressly prohibited from cumulating their votes in any election for Directors of the corporation.

Section 6. Membership in the Association. The Declarant and every Owner shall be a Member of the Association; provided, after the Conversion Date, the Declarant shall be a Class A Member only if and to the extent that it is also an Owner. Membership shall be appurtenant to, and shall not be separated from, ownership of a Lot, but no person or entity shall be a Member merely by having an interest in a Lot as security for the performance of an obligation. Declarant may, at any time, terminate its Class B membership and its status as Declarant by giving written notice to the Board.

Section 7. Voting Rights. The right to cast votes and the number of votes which may be cast for election of members of the Board and on all other matters to be voted on by the Members shall be determined as follows:

- (a) The Association shall have two (2) classes of voting membership, Class A and Class B.
- (b) Each Owner of a Lot (other than Declarant and the Builder Members) shall automatically and mandatorily be a Class A Member. Each Owner of a Lot shall be entitled to one (1) vote for each Lot so owned. When more than one Person owns the fee simple interest in any Lot, all such Persons shall be Members. The vote for such Lot shall be exercised as such Persons among themselves determine and so advise the Secretary of the Association prior to the vote, but in no event shall the vote for such Lot exceed the total vote to which such Lot is otherwise entitled under this Section 7.
- (c) The Class B Members shall be Declarant and the Builder Members. Each Class B Member shall be entitled to three (3) votes for each Lot owned by it until the Conversion Date.
- (d) The right of any Owner to vote may be suspended by the Board, for any period during which any Assessment against such Owner's Lot remains past due and for any period during which such Owner or such Owner's Lot is in violation of the Restrictions.
- (e) Members are expressly prohibited from cumulating their votes in any election for members of the Board. Prior to submitting any matter for a vote of the Members, the Board shall determine the total number of votes outstanding and the Members entitled to vote.

ARTICLE IV BOARD OF DIRECTORS

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be Members of the Association.

Section 2. Term of Office. Each Director shall be elected for a term of three (3) years. Each Director shall hold office for the term for which he or she is elected and until his or her successor shall be elected and qualified unless sooner removed as provided in these Bylaws.

Section 3. Removal; Vacancies. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association at any meeting of the Members duly called and held. In the event of death, resignation or removal of a Director, his or her successor shall be selected by the remaining Directors and shall serve for the unexpired term of his or her predecessor.

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

Section 5. Annual Meetings. The annual meeting of the Board shall be held, without further notice, immediately following the annual meeting of Members, and at the same place or at such other time and place as shall be fixed with the consent in writing of all Directors.

Section 6. Regular Meetings. Regular meetings of the Board may be held without notice at such time and place as shall from time to time be determined by the Board.

Section 7. Special Meetings. Special meetings of the Board shall be held when called by the President, or by any Director, after not less than three (3) days notice to each Director

Section 8. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a meeting duly called and held at which a quorum is present shall be regarded as the act of the Board.

Section 9. 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 the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 10. Powers of Board of Directors. In addition to the powers and authority expressly conferred by these Bylaws upon them, the Board may exercise all such powers, duties and authority vested in or delegated to the Association by law, the Articles of Incorporation or the Declaration and do all other lawful acts and things, except to the extent that any of the foregoing are directed or required by law, the Articles of Incorporation, the Declaration or these Bylaws to be exercised or done by the Members.

Section 11. Committees. The Board may designate one or more committees, which, to the extent provided in the resolution establishing such committee, shall have and exercise the authority of the Board in the management of the corporation. Each such committee shall consist of two or more persons, a majority of whom are Directors; the remainder need not be Directors. The designation of such committees and the delegation thereto of authority shall not operate to relieve the Board, or any individual Director, of any responsibility imposed upon it or him by law. Any non-director who becomes a member of any such committee shall have the same responsibility with respect to such committee as a Director who is a member thereof. Other committees not having and exercising the authority of the Board in the management of the corporation may be designated and appointed by the Board. Membership on such committees may, but need not be, limited to Directors.

ARTICLE V OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of the Association shall be a President, who shall at all times be a Member of the Board, a Secretary and a Treasurer and such

other officers as the Board may from time to time designate. Any two or more offices may be held by the same person, except the offices of president and secretary.

Section 2. Election of Officers; Term. The officers of the corporation shall be chosen annually by the Board at its annual meeting or as soon after such annual meeting as practicable. Each officer shall hold office until his or her successor is chosen and qualified, or until his or her death or until he or she shall have resigned or shall have been removed.

Section 3. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, 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, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4. Vacancies. A 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.

Section 5. Duties. All officers and agents of the corporation, as between themselves and the corporation, shall have such authority, perform such duties and manage the corporation as provided in these Bylaws or as may be determined by resolution of the Board not inconsistent with these Bylaws. Without limiting the generality of the foregoing, the following officers shall have the duties provided below:

President

The President shall be the executive manager of the operation of the corporation and shall preside at all meetings of the Board.

Vice President

The Vice President, if any, shall act in the place and stead 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

The Secretary shall record the vote and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses and shall perform such other duties as required by the Board.

Treasurer

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; keep proper books of account; and shall perform such other duties as required by the Board.

ARTICLE VI INDEMNIFICATION

The corporation shall indemnify any person who was, is or is threatened to be made a named defendant or respondent in a proceeding (as hereinafter defined) because the person is or was a Director or officer of the corporation to the fullest extent that a corporation may grant indemnification to a person serving in such capacity under the Texas Non-Profit Corporation Act, as the same exists or may hereafter be amended. Such right shall be a contract right and shall include the right to be paid by the corporation for all expenses incurred in defending any such proceeding in advance of its final disposition to the maximum extent permitted under the Texas Non-Profit Corporation Act, as the same exists or may hereafter be amended. If a claim for indemnification or advancement of expenses hereunder is not paid in full by the corporation within ninety (90) days after a written claim has been received by the corporation, the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim, and if successful in whole or in part, the claimant shall be entitled to be paid also the expenses of prosecuting such claim. It shall be a defense to any such action that such indemnification or advancement of costs of defense are not permitted under the Texas Non-Profit Corporation Act, but the burden of proving such defense shall be on the corporation. Neither the failure of the corporation (including its Board or any committee thereof, special legal counsel or Members) to have made its determination prior to the commencement of such action that indemnification of, or advancement of costs of defense to, the claimant is permissible in the circumstances nor an actual determination by the corporation (including its Board or any committee thereof, special legal counsel or Members) that such indemnification or advancement is not permissible, shall be a defense to the action or create a presumption that such indemnification or advancement is not permissible. The corporation shall additionally indemnify any person covered by the grant of mandatory indemnification contained above to such further extent as is permitted by law and may indemnify any other person to the fullest extent permitted by law. As used herein, the term "proceeding" means a threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitratve or investigative, any appeal in such an action, suit or proceeding and any inquiry or investigation that could lead to such an action, suit or proceeding. The corporation shall maintain insurance, at its expense, for its benefit in respect of such indemnification and for the benefit of any such person, whether or not the corporation would otherwise have the power to indemnify such person to the extent provided in the Declaration.

ARTICLE VII BOOKS AND RECORDS

The corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its Members, Board and committees having any authority of

the Board and shall keep at its registered or principal office in the State of Texas a record of the names and addresses of its Members entitled to vote. A Member, on written demand stating the purpose of the demand, shall have the right to examine and copy, in person or by agent, accountant or attorney, at any reasonable time, for any proper purpose, the books and records of the corporation relevant to the stated purpose, at the expense of the Member.

ARTICLE VIII CORPORATE SEAL

The Association shall not have a seal.

ARTICLE IX AMENDMENTS

The power to alter, amend or repeal these Bylaws shall be vested in the Board.

ARTICLE X MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 2. Conflicting Provisions. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

Section 3. Invalid Provisions. If any part of these provisions shall be held invalid or inoperative for any reason, the remaining parts, so far as possible and reasonable, shall be valid and operative.

Section 4. Headings. The headings used in these Bylaws have been inserted for convenience only and shall not be given effect in construing the meaning of any provision.

Section 5. Resale Certificates. The Association shall comply, or shall cause its managing agent, if any, to comply, with any properly submitted request for information under Section 207.003(a) of the Texas property Code. Neither the Association nor its managing agent shall have any duty to inspect the Property prior to issuing a resale certificate pursuant to any such request, nor shall the Association, or its managing agent, have a duty to update any information provided pursuant to any such request, except in response to a properly submitted further request for updated information. The Association may establish a reasonable fee to assemble, copy and deliver the information requested pursuant to Section 207.003 of the Texas Property Code.