

**SECOND SUPPLEMENTAL
NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
SHOAL CREEK**

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

THIS SUPPLEMENTAL NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR SHOAL CREEK (this "Second Supplement") is made this 13 day of March, 2007, by the Shoal Creek Homeowner's Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, Wasko Farm Limited Partnership, a Texas limited partnership (Declarant), prepared and recorded an instrument entitled "Declaration of Covenants, Conditions, Restrictions and Easements for Shoal Creek" filed of record as Instrument No. 95-R0049757 of the Real Property Records of Denton County, Texas (the "Declaration"); and

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the planned development covered by the Declaration, which development is more particularly described in the Declaration; and

WHEREAS, on December 28, 1999, the Association recorded a "Certificate and Memorandum of Recording of Association Documents for Shoal Creek Homeowner's Association, Inc." at Volume 4494, Page 260 *et seq.* of the Real Property Records of Denton County, Texas (the "Notice"); and

WHEREAS, on November 15, 2003, the Association recorded a "Supplemental Notice of Filing of Dedicatory Instruments for Shoal Creek" as Document No. 2003-188449 of the Real Property Records of Denton County, Texas (the "First Supplement"); and

WHEREAS, the Association desires to again supplement the Notice to include the dedicatory instrument attached hereto as **Exhibit "1"** and incorporated herein for all purposes, pursuant to and in accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instrument attached hereto as **Exhibit "1"** is a true and correct copy of the original and is hereby filed of record in the real property records of Collin County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Second Supplement to be executed by its duly authorized agent as of the date first above written.

SHOAL CREEK HOMEOWNER'S ASSOCIATION, INC., a Texas non-profit corporation

By: Kerrie Liebowitz

Its: Secretary

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

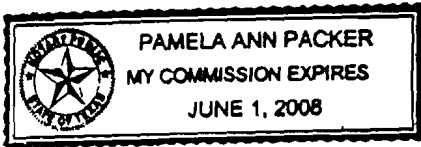
BEFORE ME, the undersigned authority, on this day personally appeared Kerrie Liebowitz, Secretary of Shoal Creek Homeowner's Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 13th day of March, 2007.

Pamela Ann Packer

Notary Public for the State of Texas

6-1-08
My Commission Expires



AFTER RECORDING, RETURN TO:
Riddle & Williams, P.C.
3811 Turtle Creek Blvd, Suite 1050
Dallas, Texas 75219

G/NOTICE-DEDSUPPLEMENTAL(second).SHOALCREEK(denton)

EXHIBIT "A"

First Amendment to the Bylaws of Shoal Creek Homeowners Association, Inc.

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

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

This **FIRST AMENDMENT TO BYLAWS OF SHOAL CREEK HOMEOWNERS ASSOCIATION, INC.** (this "First Amendment") is adopted by the Board of Directors of Shoal Creek Homeowners Association, Inc., a Texas non-profit corporation (the "Association").

WITNESSETH:

WHEREAS, Wasko Farm Limited Partnership, a Texas limited partnership ("Declarant") prepared and recorded the Declaration of Covenants, Conditions, Restrictions and Easements for Shoal Creek (the "Declaration") on or about August 16, 1995, as Document No. 95-R0049757 of the Real Property Records of Denton County, Texas; and

WHEREAS, the Bylaws of Shoal Creek Homeowners Association, Inc. (the "Bylaws") were duly adopted by the Board of Directors of the Association on April 3, 1995; and

WHEREAS, Article X, Section 9.1 of the Bylaws provides that the Bylaws may be amended at a duly constituted meeting for such purpose with the approval of Owners representing at least sixty percent (60%) of the votes entitled to be cast; and

WHEREAS, at a meeting of the Members for the purpose of amending the Bylaws, more than sixty percent (60%) of the votes entitled to be cast approved of the following amendments to the Bylaws.

NOW, THEREFORE, the Bylaws are amended as follows:

1. Article II, Section 2.04 of the Bylaws is amended by deleting that section in its entirety and replacing it with the following:

2.04 Voting Rights. The Association shall consist of all Members. Members in good standing shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. If any Lot is owned by more than one (1) Owner, the number of votes attributable to such Lot still shall be one (1), and such one (1) vote may be cast as such Owners determine among themselves. If the Owners of a Lot cannot agree upon how to cast a vote or votes, the Lot's vote shall be suspended if more than one (1) Owner seeks to exercise a vote. Any Owner who is not an individual, must designate, upon request of the Board, a representative to act for such Owner in Association matters and to cast the vote of such Owner, such designation to be made in writing to the Board.

2. Amend Article II, Section 2.05 of the Bylaws entitled "Quorum, Notice and Voting Requirements" by deleting that section in its entirety and replacing it with the following:

(a) Except as otherwise specifically provided in this Declaration, any action requiring the vote or approval of the Members shall require the majority vote of the Members in Good Standing, represented at a duly called meeting of the Members in person or by a legitimate proxy in form provided in the Association Documents or otherwise approved by the Board, at which a "Regular Quorum" or a "Special Quorum" is present. Written notice of a meeting must be given to all Members not less than ten (10) days nor more than thirty (30) days in advance of any such meeting and shall set forth the purpose(s) of such meeting. No action may be taken at a meeting on any matter that is not described in the applicable meeting notice as being on the agenda for such meeting. Notwithstanding anything herein to the contrary, to the extent permitted by applicable law and in the Association Documents from time to time, any action may be taken by written consent of the Members in lieu of formal meetings.

(b) A "Special Quorum" is required for any action referred to in Section 3.05(b) (any increase in Regular Assessment from previous year in excess of 25%) hereof or Section 3.05(d) (any Special Purpose Assessment for paying cost of the construction of a capital improvement or for Common Services) hereof or for the approval of any Common Services shall be as follows:

Members in Good Standing, represented at a duly called meeting of the Members in person or by a legitimate proxy in form provided in the Association Documents or otherwise approved by the Board, entitled to cast sixty percent (60%) of all of the votes of Members in Good Standing shall constitute a Special Quorum. If the required Special Quorum is not present at such meeting, that meeting may be adjourned, and an additional meeting may be called, subject to the notice requirement set forth herein, with the required Special Quorum at such second (2nd) meeting being reduced to one-half (1/2) of the required Special Quorum at the preceding meeting; provided, however, that such second (2nd) meeting must be held not later than thirty (30) days after the first (1st) meeting. Further, if the reduced required Special Quorum is not present at such second (2nd) called meeting, the meeting may be adjourned and an additional meeting called, subject to the notice requirement herein, and the required Special Quorum at such third (3rd) meeting shall be Members holding one-tenth of the votes entitled to be cast, represented in person or by proxy; provided that such third (3rd) meeting must be held not later than forty-five (45) days after the first (1st) meeting.

(c) A "Regular Quorum" is required for any action other than the action referred to in Section 3.05(b) and Section 3.05(d) hereof and shall be as follows:

Members in Good Standing, represented at a duly called meeting of the Members in person or by a legitimate proxy in form provided in the Association Documents or otherwise approved by the Board, entitled to cast thirty percent (30%)

of all of the votes of Members in Good Standing shall constitute a Regular Quorum. If the required Regular Quorum is not present at such meeting, that meeting may be adjourned, and an additional meeting may be called, subject to the notice requirement set forth herein, with the required Regular Quorum at such second (2nd) meeting being reduced to Members holding one-tenth (1/10) of all the votes entitled to be cast, represented in person or by proxy one-half; provided, however, that such second (2nd) meeting must be held not later than thirty (30) days after the first (1st) meeting.

(d) As an alternative to the procedure set forth in this Section, any action referred to and requiring a Special Quorum or a Regular Quorum may be taken without a meeting, upon obtaining the written consent of Members in Good Standing pursuant to the Texas Non-Profit Corporation Act.

(e) Except as set forth in this Section, the notice, voting and quorum requirements for all action to be taken by the Association shall be as set forth in the Association Documents.

3. Except as modified herein, the Bylaws, as amended, shall remain in full force and effect. To the extent any conflict may exist between this First Amendment and any other provision of the Bylaws, this First Amendment shall control.

IN WITNESS WHEREOF, the undersigned confirms that these amendments were properly approved per Section 9.1 of the Bylaws and has caused this instrument to be executed on the 13 day of March, 2007.

ASSOCIATION:

SHOAL CREEK HOMEOWNERS ASSOCIATION,
INC.

By:

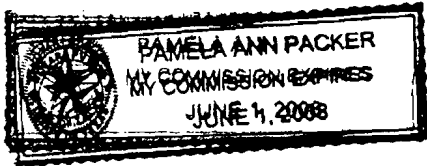


Its: Secretary

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Secretary of Shoal Creek Homeowners Association, Inc., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13th day of March, 2007.



Pamela Ann Packer
Notary Public in and for the State of Texas

My Commission Expires: 6-1-08

AFTER RECORDING RETURN TO:
Riddle & Williams, P.C.
3710 Rawlins Street, Suite 1400
Dallas, Texas 75219

g/bylaws/amd/first-shoalcreek