AFTER RECORDING, PLEASE RETURN TO:

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

CERTIFICATE AND MEMORANDUM OF RECORDING OF DEDICATORY INSTRUMENTS FOR LIBERTY TOWNHOMES ASSOCIATION, INC.

STATE OF TEXAS §
COUNTY OF COLLIN §

The undersigned, as attorney for Liberty Townhomes Association, Inc., for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following dedicatory instruments affecting the owners of property described on Exhibit B attached hereto, hereby states that the dedicatory instruments attached hereto are true and correct copies of the following:

- 1. Liberty Townhomes Association, Inc. Architectural Guidelines for Standby Electric Generators (Exhibit A-1); and
- 2. Liberty Townhomes Association, Inc. Architectural Guidelines for the Installation of Flagpoles and the Display of Flags (Exhibit A-2); and
- 3. Liberty Townhomes Association, Inc. Resolution: Inspection and Copying of Books and Records (Exhibit A-3); and
- 4. Liberty Townhomes Association, Inc. Architectural Guidelines for the Installation of Rain Barrels or Rain Water Harvesting Systems (Exhibit A-4); and

- 5. Liberty Townhomes Association, Inc. Architectural Guidelines for the Display of Certain Religious Items (Exhibit A-5); and
- 6. Liberty Townhomes Association, Inc. Architectural Guidelines for the Installation of Solar Panels (Exhibit A-6); and
- 7. Liberty Townhomes Association, Inc. Architectural Guidelines for the Installation of Certain Roofing Materials (Exhibit A-7); and
- 8. Liberty Townhomes Association, Inc. Resolution: Document Retention Policy (Exhibit A-8); and
- 9. Liberty Townhomes Association, Inc. Architectural Guidelines for Drought Resistant Landscaping (Exhibit A-9).

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 instruments. The attached dedicatory instruments replace and supersede all previously recorded dedicatory instruments addressing the same or similar subject matter and shall remain in force and effect until revoked, modified or amended by the Board of Directors.

IN WITNESS WHEREOF, Liberty Townhomes Association, Inc. has caused this Certificate and Memorandum of Recording of Dedicatory Instruments to be filed with the Office of the Collin County Clerk and supplement that Certificate of Memorandum of Recording of Instruments filed on May 8, 2017, as Instrument No. 20170508000586420 in the Official Public Records of Collin County, Texas.

LIBERTY TOWNHOMES ASSOCIA/TION, INC. ↑

By:

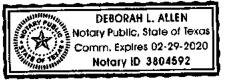
Its: Attorney

STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Vinay B. Patel, attorney for Liberty Townhomes Association, 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 9^{th} day of May, 2018.



Notary Public, State of Texas

ARCHITECTURAL GUIDELINES FOR STANDBY ELECTRIC GENERATORS

WHEREAS, Section 202.019 of the Texas Property Code allows owners in a property owners association the limited right to install and operate standby electric generators; and

WHEREAS, the Board of Directors (the "Board") for Liberty Townhomes Association, Inc., a Texas non-profit corporation (the "Association"), has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding standby electric generators therein, it is appropriate for the Association to adopt guidelines regarding standby electric generators within the community.

NOW, THEREFORE, the Board has duly adopted the following Architectural Guidelines for Standby Electric Generators within the community.

- 1. These guidelines apply to standby electric generators as defined in Section 202.019 of the Texas Property Code. A standby electric generator means a device that converts mechanical energy to electrical energy and is: (1) powered by natural gas, liquefied petroleum gas, diesel fuel, biodiesel fuel, or hydrogen; (2) fully enclosed in an integral manufacturer-supplied sound attenuating enclosure; (3) connected to the main electrical panel of a residence by a manual or automatic transfer switch; and (4) rated for a generating capacity of less than seven kilowatts (collectively "Generator").
- 2. Generators may not be installed or operated prior to approval by the Association pursuant to the Association's usual and customary policies and procedures set forth in its dedicatory instruments.
- Generators shall be installed and maintained in compliance with the manufacturer's specifications and applicable governmental health, safety, electrical, and building codes.
- 4. All liquefied petroleum gas fuel line connections shall be installed in accordance with rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical, and building codes.
- 5. All fuel (includes natural gas, diesel fuel, biodiesel fuel and hydrogen fuel) and electrical connections shall be installed in accordance with applicable governmental health, safety, electrical, and building codes.
- 6. Non-integral Generator fuel tanks shall be installed and maintained to comply with applicable municipal zoning ordinances and governmental health, safety, electrical, and building codes.

- 7. Any Generator and its electrical lines and fuel lines shall be maintained in good condition.
- 8. Any Generator, including its components, electrical lines, and fuel lines, shall be repaired, replaced, or removed if it becomes deteriorated or unsafe.
- 9. Generators shall be tested only between the hours of 9:00 a.m. and 6:00 p.m., and only consistent with the manufacturer's recommendations.
- 10. Other than testing, Generators shall not be used to generate all or substantially all of the electrical power to a residence, except when utilitygenerated electric power to the residence is not available or is intermittent due to other causes other than nonpayment for utility service to the residence.
- 11. Generators shall not be placed in the front yard of any residence.
- 12. A Generator shall be screened if it:
 - a. is visible from the street faced by the dwelling;
 - b. is located in an unfenced side or rear yard of a residence and is visible either from an adjoining residence or from adjoining property owned by the Association; or
 - c. is located in an unfenced side or rear yard fenced by a wrought iron or residential aluminum fence and is visible through the fence either from an adjoining residence or from adjoining property owned by the Association.
- 13. Generators shall not be placed on property owned or maintained by the Association or owned in common by the Association's members, and no portion of the Generator may encroach on adjacent properties.
- 14. Generators may be installed only with advance approval of the Architectural Control Committee subject to these guidelines.
- 15. All electrical, plumbing, and fuel line connections must be installed only by licensed contractors. Licensed craftsmen must be used where required by law. Permits must be obtained where required by law.

To the extent these Architectural Guidelines contradict with any previous guidelines, rules, covenants, or restrictions, these Architectural Guidelines shall control. These Architectural Guidelines are supplementary and are in addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association.

Notice and Recording. Upon recording these Architectural Guidelines with the county record's office, the Association's community manager is authorized and directed to prepare correspondence, in appropriate form and substance, to circulate a copy of same to all Owners.

IT IS RESOLVED that these Architectural Guidelines are effective as of April 20³⁶, 2018, and shall remain in force and effect until revoked, modified or amended by the Board of Directors. These Architectural Guidelines shall be filed of record in the Official Public Records of Collin County, Texas.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the radiable of the radiable

STATE OF CAUFORNIA

State of California COUNTY OF SANTA CLARA

County of BUNGULARA

Subscribed and sworn to (or affirmed) before me on this 20 day of 20 lb

by San Rotal Aug to be proved to me on the basis of satisfactory evidence to be

the person(s) who appeared before me.

Signature



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of Santa Clara	_)
	Kennedy Massey, Notary Public (insert name and title of the officer)
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subscribed to the within instrument and acknowledge	evidence to be the person(s) whose name(s) is/are by
I certify under PENALTY OF PERJURY unde paragraph is true and correct.	r the laws of the State of California that the foregoing
WITNESS my hand and official seal.	KENNEDY MASSEY COMM. # 2237583 NOTARY PUBLIC • CALIFORNIA SANTA CLARA COUNTY NOTAL CLARA COUNTY
Signature Kanada Managara	MY COMM. EXP. APRIL 8, 2022

ARCHITECTURAL GUIDELINES FOR THE INSTALLATION OF FLAGPOLES AND THE DISPLAY OF FLAGS

(As provided in Chapter 202.012 of the Texas Property Code)

- 1. The only flags which may be displayed are: (i) the flag of the United States of America; (ii) the flag of the State of Texas; and (iii) an official or replica flag of any branch of the United States armed forces.
- 2. The flag of the United States must be displayed in accordance with 4 U.S.C. Sections 5-10.
- 3. The flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code.
- 4. Any freestanding flagpole, or flagpole attached to a dwelling, shall be constructed of permanent, long-lasting materials. The materials used for the flag pole shall be harmonious with the dwelling and have a finish appropriate to the materials used in the construction of the flagpole.
- 5. The display of a flag, or the location and construction of the supporting flagpole, shall comply with applicable zoning ordinances, easements, and setbacks of record.
- 6. A displayed flag, and the flagpole on which it is flown, shall be maintained in good condition at all times. Any flag that is deteriorated must be replaced or removed. Any flagpole that is structurally unsafe or deteriorated shall be repaired, replaced, or removed.
- 7. Only one flagpole will be allowed per Lot. A flagpole can either be securely attached to the face of the dwelling (no other structure) or be a freestanding flagpole]. A flagpole attached to the dwelling may not exceed 6 feet in length. A freestanding flagpole may not exceed 20 feet in height, subject to applicable zoning ordinances, easements, setbacks of records, and may be located in the front yard of the Lot.
- 8. Any flag flown or displayed on a freestanding flagpole may be no smaller than 3'x5' and no larger than 4'x6'.
- 9. Any flag flown or displayed on a flagpole attached to the dwelling may be no larger than 3'x5'.

- 10. A "front yard" is defined as "a yard within a Lot having a front building setback line with a setback of not less than 15 feet extending the full width of the Lot between the front lot line and the front building setback line." Any Owner who has front yard and who otherwise complies with the permitted regulations may, subject to Architectural Review Committee approval, install a flagpole in accordance with these Guidelines.
- 11. Any freestanding flagpole must be equipped to minimize halyard noise. The preferred method is through the use of an internal halyard system. Alternatively, swivel snap hooks must be covered or "Quiet Halyard" Flag snaps installed. Neighbor complaints of noisy halyards are a basis to have flag removed until Owner resolves the noise complaint.
- 12. The illumination of a flag is allowed so long as it does not create a disturbance to other residents in the community. Solar powered, pole mounted light fixtures are preferred as opposed to ground mounted light fixtures. Compliance with all municipal requirements for electrical ground mounted installations must be certified by Owner. Flag illumination may not shine into another dwelling. Neighbor complaints regarding flag illumination are a basis to prohibit further illumination until Owner resolves complaint.
- 13. Flagpoles shall not be installed in any Common Area or property maintained by Liberty Townhomes Association, Inc.
- 14. All flagpole installations must receive prior written approval from the Architectural Control Committee.

These Architectural Guidelines are promulgated pursuant to and in accordance with Section 202,0012 of the Texas Property Code addressing Flag Displays.

<u>Notice and Recording</u>. Upon recording these Architectural Guidelines with the county record's office, the Association's community manager is authorized and directed to prepare correspondence, in appropriate form and substance, to circulate a copy of same to all Owners.

IT IS RESOLVED that these Architectural Guidelines are effective as of April 20th, and shall remain in force and effect until revoked, modified or amended by the Board of Directors. These Architectural Guidelines shall be filed of record in the Official Public Records of Collin County, Texas.

LIBERTY TOWNHOMES ASSOCIATION, INC.

SEE ATTACHED (Ack/Jurat)

President

, Secretary

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
State of California County of Santa Clara On 120,2612 before me, D. Sahi, Notary Public, Name of Notary (e.g., Jane Doe) personally appeared 1000 Moradi
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that (re/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.
D. SAHI COMM. #22) 1917 Notary Public - California San Diego County Comm. Expires Aug 28, 2021 Notary Seal Notary Signature
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent
Description of Attached Document Title or Type of Document: Libert Thurnome Association Inc. Architectual Guidelines for the installation of Flagnoes and dispayed fra Document Date: April 20 2018 Number of Pages: 2
Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: AVASY MUGAL CADL ACITY 815 Individual Corporate Officer Title(s):
□ Partner □ Limited □ General □ Attorney-in-fact □ Trustee □ Parent, Guardian, or Conservator □ Other:

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State of California County of Santa Clara	_)
On 4/25/16 before me	Kennedy Massey, Notary Public (insert name and title of the officer)
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I certify under PENALTY OF PERJURY unde paragraph is true and correct.	r the laws of the State of California that the foregoing
WITNESS my hand and official seal.	KENNEDY MASSEY COMM. # 2237583 NOTARY PUBLIC - CALIFORNIA SANTA CLARA COUNTY MY COMM. EXP. APPRL 9, 2022
Signature Km	(Seal)

LIBERTY TOWNHOMES ASSOCIATION, INC. RESOLUTION: INSPECTION AND COPYING OF BOOKS AND RECORDS

WHEREAS Liberty Townhomes Association, Inc., (the "Association") keeps correct and complete books and records of account and minutes of the proceedings of its members and Board of Directors (collectively, the "Association Records") and,

WHEREAS the members of the Association shall have the right, during reasonable business hours, to inspect and obtain copies of the Association Records; and,

WHEREAS it is desirable to impose certain reasonable restrictions on the process of book and record inspecting and copying Association Records;

NOW THEREFORE BE IT RESOLVED that the following requirements are hereby established for the inspection and copying of Association Records:

- 1. An owner, or a person designated in writing by the owner as the owner's agent, attorney or certified public accountant may make a request to inspect or obtain copies of Association Records.
- A request to inspect Association Records must be submitted in writing via certified mail, return receipt requested, to the Association and/or its duly authorized agent by certified mail to the most current management certificate filed under Property Code Section 209,004.
- 3. The request must identify with sufficient detail the Association Records requested and contain an election to either receive copies of identified Association Records or to inspect the Association Records requested. The Association's governing documents, its membership register, its books of account, and the minutes of the meetings of the members, the Board, and committees may be inspected.
- 4. The Association, within 10 business days from receipt of a request under paragraph 2, will provide as appropriate:
 - a. if an inspection is requested, written notice of dates during normal business hours during which Association Records requested, to the extent they are in the possession, custody or control of the Association, may be inspected, or
 - b. if copies are requested, produce copies of the requested Association Records to the extent they are in the possession, custody or control of the Association (if prior payment for such records has been received), or if the Association is unable to produce the Association Records requested, which are in the possession, custody or control of the Association, written notice that it is unable to produce the records within the 10-day period and set

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forth a date, within 15 business days of the notice provided under this paragraph 4, by which the Association Records will be made available for inspection to the owner.

- 5. The Association will send the requesting party an estimate of the costs to respond, compile, produce, and reproduce information requested. The Association shall require advance payment, in certified funds, of the estimated costs. The requesting party shall be responsible for any costs above the estimate and the full amount due will be added to the requesting party's account as an assessment if not paid in full upon request.
- Persons requesting to inspect Association Records shall not disrupt the ordinary business activities of the office where Association Records are kept during the inspection.
- 7. Certain Association Records shall remain confidential and will not be provided in response to a request for copies or inspection of Association Records, to wit: violation histories of owners, owners' personal financial information (including records of assessment payment history), owners' contact information other than address, and Association personnel files. Association Records described in this paragraph 7 shall only be made available with the owner's written approval or a court orders the Association to release the information.
- 8. No original books or records may be removed from the premises without the express written consent of the Board.
- 9. Owners are responsible for the costs of producing and copying Association Records. Costs are \$.10 per page, \$.50 for oversize page, \$15.00 per hour for personnel time spent in responding to a request, overhead of 20% of personnel charge, and must be paid in advance. A personnel charge and overhead charge will not be made for complying with requests that are for 50 or fewer pages of paper records, unless the records are located in a remote storage facility or in two or more separate buildings. To the extent that retrieval of documents from a remote storage facility results in a charge, the Association shall charge the costs of such services to the requesting owner.
- 10. The Association is under no obligation to provide any additional information other than that which is required by law.

Notice and Recording. Upon recording this Resolution with the county record's office, the Association's community manager is authorized and directed to prepare correspondence, in appropriate form and substance, to circulate a copy of same to all Owners.

IT IS RESOLVED that this Resolution is effective as of April 20¹⁶, 20¹⁶, and shall remain in force and effect until revoked, modified or amended by the Board of Directors. This Resolution shall be filed of record in the Official Public Records of Collin County, Texas.

LIBERTY TOWNHOMES ASSOCIATION, INC.

SEE ATTACHED
(Ack) urat)

, President

, Secretary

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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of Santa Clara	
April 202019	
On / (/ LO) Date A	before me, D. Sahi, Notary Public, Name of Notary (e.g., Jane Doe)
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	Name(s) of Signer(s)
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I certify under PENALTY OF PERJ paragraph is true and correct.	URY under the laws of the State of California that the foregoing WITNESS my hand and official seal.
	WITNESS THY Ratio and Official Seat.
D, SAHI COMM. #2231917 Notary Public - California San Diego County Comm. Expires Aug 28, 2021	
Notary Seal	Notary Signature
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ARCHITECTURAL GUIDELINES FOR THE INSTALLATION OF RAIN BARRELS OR RAIN WATER HARVESTING SYSTEMS

(As provided in Section 202.007 of the Texas Property Code)

- 1. Rain barrels or rain water harvesting systems and related system components (collectively, "Rain Barrels") may only be installed after receiving the written approval of the Architectural Control Committee.
- 2. Rain Barrels may not be installed upon or within common area or any other any maintained by Liberty Townhomes Association, Inc.
- 3. Under no circumstances shall Rain Barrels be installed or located in or on any area within a Lot that is in-between the front of the owner's home and an adjoining or adjacent street.
- 4. The Rain Barrel must be of color that is consistent with the color scheme of the owner's home and may not contain or display any language or other content that is not typically displayed on such Rain Barrels as manufactured.
- 5. Rain Barrels may be located in the side-yard or back-yard of an owner's property so long as these may not be seen from a street, another Lot or any common area of Liberty Townhomes Association, Inc.
- 6. In the event the installation of Rain Barrels in the side-yard or back-yard of an owner's property in compliance with paragraph 5 above is impossible, the Architectural Control Committee may impose limitations or further requirements regarding the size, number and screening of Rain Barrels with the objective of screening the Rain Barrels from public view to the greatest extent possible.
- 7. Rain Barrels must be properly maintained at all times or removed by the owner.
- 8. Rain Barrels must be enclosed or covered.
- 9. Rain Barrels which are not properly maintained, become unsightly or could serve as a breeding pool for mosquitoes must be removed by the owner from the Lot.

These Design Guidelines are promulgated pursuant to and in accordance with Section 202.007 of the Texas Property Code.

Notice and Recording. Upon recording these Architectural Guidelines with the county record's office, the Association's community manager is authorized and directed to prepare correspondence, in appropriate form and substance, to circulate a copy of same to all Owners.

IT IS RESOLVED that these Architectural Guidelines are effective as of April 2018, and shall remain in force and effect until revoked, modified or amended by the Board of Directors. These Architectural Guidelines shall be filed of record in the Official Public Records of Collin County, Texas.

LIBERTY TOWNHOMES ASSOCIATION, INC.

, President

SEE ATTACHED

truthfulness, accuracy, or validity of that document. State of California County of Santa Clara before me, D. Sahi, Notary Public, Name of Notary (e.g., Jane Doe) personally appeared Name(s) of Signer(s) who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/aresubscribed to the within instrument and acknowledged to me that ne she they executed the same in (his/her/their authorized capacity(ies), and that by (is/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. D. SAHI Notary Signature **Notary Seal** OPTIONAL Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and realtachment of this form to another document. **Description of Attached Document** Title or Type of Document: $ar{f J}$ Number of Pages: _ Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: _AraSh ₫ Individuai □ Corporate Officer Title(s): _____ □ Partner -- □ Limited □ General ☐ Attorney-in-fact □ Trustee □ Parent, Guardian, or Conservator Other: ___ Signer is Representing:

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State of California County of Santa Clara	_)
On 4/25/16 before m	ne, Kennedy Massey, Notary Public (insert name and title of the officer)
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subscribed to the within instrument and ackn his/het/thetr authorized capacity(ies), and the person(s), or the entity upon behalf of which	y evidence to be the person(s) whose name(s) is/are cowledged to me that he/she/they executed the same in at by his/bet/the/ir signature(s) on the instrument the the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under paragraph is true and correct.	er the laws of the State of California that the foregoing
WITNESS my hand and official seal.	KENNEDY MASSEY COMM. # 2237583 NOTARY PUBLIC - CALIFORNA SANTA CLARA COUNTY MY COMM. EXP. APRIL 9, 2022
Signature K	(Seal)

ARCHITECTURAL GUIDELINES FOR THE DISPLAY OF CERTAIN RELIGIOUS ITEMS

(As provided in Chapter 202 of the Texas Property Code)

- (1) An owner or resident may display or affix on the entry to the owner's or resident's dwelling one or more religious items the display of which is motivated by the owner's or resident's sincere religious belief.
- (2) If displaying or affixing of a religious item on the entry to the owner's or resident's dwelling violates any of the following covenants, then Liberty Townhomes Association, Inc. may remove the item displayed
 - (a) threatens the public health or safety;
 - (b) violates a law;
 - (c) contains language, graphics, or any display that is patently offensive to a passerby;
 - is in a location other than the entry door or door frame or extends past the outer edge of the door frame of the owner's or resident's dwelling; or
 - (e) individually or in combination with each other religious item displayed or affixed on the entry door or door frame has a total size of greater than 25 square inches.
- (3) No owner or resident is authorized to use a material or color for an entry door or door frame of the owner's or resident's dwelling or make an alteration to the entry door or door frame that is not authorized by the restrictive covenants or otherwise expressly approved by Liberty Townhomes Association, Inc.

These Architectural Guidelines are promulgated pursuant to and in accordance with Section 202.018 of the Texas Property Code addressing the Regulation of Display of Certain Religious Items.

Notice and Recording. Upon recording these Architectural Guidelines with the county record's office, the Association's community manager is authorized and directed to prepare correspondence, in appropriate form and substance, to circulate a copy of same to all Owners.

IT IS RESOLVED that these Architectural Guidelines are effective as of April 2016, and shall remain in force and effect until revoked, modified or amended by the Board of Directors. These Architectural Guidelines shall be filed of record in the Official Public Records of Collin County, Texas.

SEE ATTACHED (Ack/Jurat)

, President

_, Secretary

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Signer is Representing:

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subscribed to the within instrument and acknow	vidence to be the person(s) whose name(s) is/are rledged to me that he/she/they executed the same in by his/bet/thefr signature(s) on the instrument the
I certify under PENALTY OF PERJURY under to paragraph is true and correct.	the laws of the State of California that the foregoing
WITNESS my hand and official seal.	KENNEDY MASSEY COMM. # 2237583 \$ NOTARY PUBLIC - CALIFORNIA SANTA CLARA COUNTY MY COMM. EXP. APRIL 9, 2022
Signature Kny My	_ (Seal)

ARCHITECTURAL GUIDELINES FOR THE INSTALLATION OF SOLAR PANELS

(As provided in Chapter 202 of the Texas Property Code)

- 1. Solar energy devices, including any related equipment or system components (collectively, "Solar Panels") may only be installed after receiving the written approval of the Declarant or the Architectural Control Committee.
- 2. Solar Panels may not be installed upon or within common area or any area which is maintained by Liberty Townhomes Association, Inc.
- 3. Solar Panels may only be installed on designated locations on the roof of a home, on any structure allowed under any Liberty Townhomes Association, Inc.'s dedicatory instrument, or within any fenced rear-yard or fence-in patio of the owner's property.
- 4. If located on the roof of a home, Solar Panels shall be located on the roof facing the rear elevation of the property, *i.e.*, not facing the front elevation or street, unless the owner demonstrates that the location proposed by the owner increases the estimated annual energy production of the Solar Panels, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10 percent above the energy production of the Solar Panels if located in an area on the roof requested by Liberty Townhomes Association, Inc.
- 5. If located on the roof of a home, Solar Panels shall:
 - a. not extend higher than or beyond the roofline;
 - b. conform to the slope of the roof;
 - c. have a top edge that is parallel to the roofline; and
 - d. have a frame, support bracket, or visible piping or wiring that is in a silver, bronze, or black tone commonly available in the marketplace and blends with the color of the roof to the greatest extent possible.
- 6. If located in the fenced rear-yard or patio, Solar Panels shall not be taller than the fence line.
- 7. The Architectural Control Committee, may deny a request for the installation of Solar Panels if it is determines, and such determination is reduced to writing, that the placement of the Solar Panels as proposed by the property owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The property owner may obtain the written approval of the proposed placement of the Solar Panels by all property owners of adjoining property. In this case, the Architectural Control Committee shall approve the installation should it meet all other requirements contained herein unless it

determines that the placement substantially interferes with the use and enjoyment of land of persons other than adjoining landowners.

- 8. Any installation of Solar Panels which voids material warranties is not permitted and will be cause for the Solar Panels to be removed by the owner.
- 9. Solar Panels must be properly maintained at all times or removed by the owner.
- 10. Solar Panels which become non-functioning or inoperable must be removed by the owner of the property.
- 11. Solar Panels are prohibited if a Court determines that the installation thereof violates any law or threatens the public health or safety.

These Architectural Guidelines are promulgated pursuant to and in accordance with Chapter 202 of the Texas Property Code addressing the Regulation of Solar Energy Devices.

Notice and Recording. Upon recording these Architectural Guidelines with the county record's office, the Association's community manager is authorized and directed to prepare correspondence, in appropriate form and substance, to circulate a copy of same to all Owners.

IT IS RESOLVED that these Architectural Guidelines are effective as of ________, 20_18_, and shall remain in force and effect until revoked, modified or amended by the Board of Directors. These Architectural Guidelines shall be filed of record in the Official Public Records of Collin County, Texas.

LIBERTY TOWNHOMES ASSOCIATION, INC.

President

SEE ATTACHED

Signer is Representing:

individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
State of California County of Santa Clara
on April 20, 2019 before me, D. Sahi, Notary Public,
Date Marcal Name of Notary (e.g., Jane Doe)
personally appeared
Name(s) of Signer(s)
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) are subscribed to the within instrument and acknowledged to me that (he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct. WITNESS my hand and official seal.
D. SAHI COMM. #2211917 Notary Public - California San Diego County Corner. Expires Aug 28, 2021
Notary Seal Notary Signature
OPTIONAL
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent
fraudulent removal and realtachment of this form to another document. Description of Attached Document
I have the Massage Agraciation and Assistance
Title or Type of Document: When Tunhomes Association, Inc. Architectural
Quidelines for installation of Solar panels
Document Date: $20,205$ Number of Pages: 2
Signer(s) Other Than Named Above:
Capacity(ies) Claimed by Signer(s) Signer's Name: ACM WORDS CADL ACM 4815
Signer's Name: ACOST MOVOCLI CAUC ACTIONS
t√individual to the first term of the first ter
☐ Corporate Officer Title(s):
□ Partner □ Limited □ General
□ Attorney-in-fact
□ Trustee
□ Parent, Guardian, or Conservator
□ Other:

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A notary public or other officer completing this certificate verifies only the identity of the

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County ofSanta Clara)
On $4/25/18$ before me,	Kennedy Massey, Notary Public
	(insert name and title of the officer)
personally appeared <u>FAMI</u>	N a va i
who proved to me on the basis of satisfactory e subscribed to the within instrument and acknow	evidence to be the person(ø) whose name(ʎ) is/are wledged to me that he/she/they executed the same ir by his/bef/their signature(ø) on the instrument the
I certify under PENALTY OF PERJURY under paragraph is true and correct.	the laws of the State of California that the foregoing
WITNESS my hand and official seal.	KENNEDY MASSEY COMM. # 2237583 5 MOTARY PUBLIC • CALIFORNIA 8 SANTA CLARA COUNTY MY COMM. EXP. APRIL 9, 2022
Signature R	→ (Seal)

ARCHITECTURAL GUIDELINES FOR THE INSTALLATION OF CERTAIN ROOFING MATERIALS

(As provided in Chapter 202 of the Texas Property Code)

- 1. Roofing shingles covered by these Architectural Guidelines are exclusively those designed primarily to: (i) be wind and hail resistant; (ii) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (iii) provide solar generation capabilities (collectively, "Roofing Shingles").
- 2. Roofing Shingles allowed under these Architectural Guidelines shall:
 - a. resemble the shingles used or otherwise authorized for use in Liberty Townhomes Association, Inc.;
 - b. be more durable than and are of equal or superior quality to the shingles used or otherwise authorized for use in Liberty Townhomes Association, Inc.; and
 - c. match the aesthetics of the property surrounding the property of the owner requesting permission to install the Roofing Shingles.
- 3. The owner requesting permission to install the Roofing Shingles will be solely responsible for accrediting, certifying and demonstrating to the Architectural Control Committee that the proposed installation is in full compliance with paragraphs 1 and 2 above.
- 4. Roofing Shingles shall only be installed after receiving the written approval of the Architectural Control Committee.

These Architectural Guidelines are promulgated pursuant to and in accordance with Section 202.011 of the Texas Property Code addressing the Regulation of Certain Roofing Materials.

Notice and Recording. Upon recording these Architectural Guidelines with the county record's office, the Association's community manager is authorized and directed to prepare correspondence, in appropriate form and substance, to circulate a copy of same to all Owners.

IT IS RESOLVED that these Architectural Guidelines are effective as of April 2016, 2018, and shall remain in force and effect until revoked, modified or amended by the Board of Directors. These Architectural Guidelines shall be filed of record in the Official Public Records of Collin County, Texas.

SEE ATTACHED (Ack/Jurat)

, President

___, Secretary

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of Santa Clara
Annal 20 and
On This Date A Chapter Spanning Defore me, D. Sahi, Notary Public, Name of Notary (e.g., Jane Doe)
personally appeared
Name(s) of Signer(s)
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.
D. SAHI COMM. 82211917 Notary Public - California San Diago County Comm. Expires Aug 28, 2021
Notary Seal (Notary Signature
OPTIONAL
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.
Description of Attached Document
Livera, This Whinter Accordation the broketoning
C
Document Date: April 20, 208 Number of Pages: 2
Signer(s) Other Than Named Above:
Capacity(ies) Claimed by Signer(s)
Signer's Name: Arosy Morodi CADL AC144815
☐ Corporate Officer Title(s):
□ Partner □ Limited □ General
□ Attorney-in-fact
☐ Trustee
☐ Parent, Guardian, or Conservator
Other:
Signer is Representing:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

validity of that document.	
State of California County of Santa Clara	_)
On 4/15/16 before m	Kennedy Massey, Notary Public
	(insert name and title of the officer)
personally appeared <u>FAMII</u>	Naval
subscribed to the within instrument and ackn his/her/their authorized capacity(ies), and that	y evidence to be the person(s) whose name(s) is/are nowledged to me that he/she/they executed the same in at by his/he/their signature(s) on the instrument the the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under paragraph is true and correct.	er the laws of the State of California that the foregoing
WITNESS my hand and official seal.	KENNEDY MAGSEY COMM. # 2237583
Signature K	SANTA CLARA COLITO MY COMM. ERP. APAIL 6, 21022 (Seal)

RESOLUTION: DOCUMENT RETENTION POLICY

WHEREAS Liberty Townhomes Association, Inc. (the "Association") keeps correct and complete books and records of account and minutes of the proceedings of its members and Board of Directors (the "Board"); and,

WHEREAS the Board of the Association has determined that it would be in the best interests of the Association to provide a policy establishing guidelines for effectively managing the records of the Association in order to meet legal requirements for record retention and privacy protection, optimizing the use of space, minimizing the cost of record retention, and properly destroying outdated records; and,

NOW THEREFORE BE IT RESOLVED that the following requirements are hereby establishes and adopts the following procedures to be observed in furtherance of the Document Retention Policy of the Association:

1. Policy

- a. It is the Association's policy to maintain complete, accurate and high quality documents. Documents are to be retained for the period of their immediate use, unless longer retention is required for historical reference, contractual or legal requirements, or for other purposes as set forth in this Document Retention and Destruction Policy.
- b. Documents that are no longer required, or have satisfied their recommended period of retention, are to be destroyed in an appropriate manner.
- c. The Manager is responsible for ensuring that Documents within his or her area of assigned responsibility are identified, retained, stored, protected and subsequently disposed of, in accordance with the guidelines set forth in this Document Retention and Destruction Policy.
- 2. Compliance This Document Retention and Destruction Policy is not intended to be exhaustive and accordingly, will be implemented to meet the specific needs of the Association. The retention periods set forth herein are guidelines based on the current retention periods set forth in federal, state and local statutes and regulations and industry custom and practice.
- 3. Board Members The Association does not require Board members to maintain any Documents. Board members, in their discretion, may dispose of Documents generated by the Association because the Association has maintained such

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Documents in the Official Files. However, if Board members receive Documents relating to the Association, which were not generated by the Association, or not received through the Association, Board members shall send the originals of such Documents to the Manager to be maintained in the Official Files.

4. Annual Purge of Files

- a. The Manager and each Board member electing to maintain Documents may conduct an annual purge of files that are under their control. The annual purge of files shall be completed within the first quarter of each calendar year.
- b. When a member of the Board of Directors ceases to be a member, the Board member shall either destroy or turn over to the Manager, all Documents and files relating to the business of the Association. If the Documents and files are turned over, from that time forward, the Manager shall have the responsibility to conduct the annual purge of files maintained by the former Board member.

5. Destruction Procedure

- a. If the Documents to be destroyed are of public record, it is recommended that they be recycled. If recycling is not possible, the Documents may be placed in a trash receptacle.
- b. If the Documents to be destroyed are not of public record, they should be recycled if their confidentiality can be protected or they may be shredded, burned, chemically treated or otherwise made illegible.
- 6. Certification Following the annual purge of files, the Manager, if requested by the Board, shall complete a Certification Letter directed to the Association's Board of Directors stating that all Documents under his or her control conform to the retention guidelines.
- Miscellaneous There may be immediate destruction of copies of any Document, regardless of age, provided that an original is maintained in the Official Files of the Association.
- 8. Onset of Litigation Upon the institution of litigation, or if it is reasonably foreseeable that litigation may be imminent, all Documents potentially relevant to the dispute must be preserved. Therefore, at the direction of legal counsel, the Manager will advise the Board Members, and any other person who may maintain Association Documents, of the facts relating to litigation. Thereafter, all Documents potentially relevant to the dispute shall be deemed "held" until such litigation is concluded and all appeal periods have expired. At the conclusion of

the litigation, the "hold" period will cease and the time periods provided in the Records Retention Schedule will be applied.

9. Definitions

- a. Document means any documentary material, that is generated or received by the Association in connection with transacting its business, is related to the Association's legal obligations, and is retained for any period of time. The term "Document" includes, among others, writings, drawings, graphs, charts, photographs, tape, disc, audio recordings, microforms, and other electronic documents from which information can be obtained or translated such as electronic mail, voice mail, floppy disks, hard discs and CD ROM.
- b. Community Manager means the Manager of the Association.
- c. Official Files means the files maintained by the Manager of the Association. Legal documents and documents subject to the attorneyclient privilege and the work product privilege maintained by the Association's legal counsel are not part of the "Official Files" of the Association.
- d. Permanent means that the retention period for that document is permanent.

Record Retention Schedule

- a. The retention periods identified with particular Documents are intended as guidelines. In particular circumstances, the Manager and Board Members have the discretion to determine that either a longer or shorter retention period is warranted.
- Although every conceivable Document is not listed below, the following list should serve as a basis for retention schedules for the Association's Documents.

RECORD RETENTION SCHEDULE

DOCUMENT TYPE		RETENTION OR TERMINATION PERIOD
Corporate Documents and Governing Instruments	Articles of Incorporation, Certificate of Formation, Bylaws, Restrictive Covenants, Resolutions, Policies, Committee Charters, Rules, Regulations, Guidelines, Dedicatory Instruments, All Amendments and Supplements, Plats/Maps, Easements, Annexation Records, Management Certificates	Permanent
	Insurance Policies, Records, Claims, Disbursements, Settlements	Permanent
	Easement Agreements	Permanent
	Voting Records, Proxies, Ballots, Sign-In Sheet	Four (4) years
	Property Deed for Common Areas	Permanent
	Committee Reports	Four (4) years
Financial Books and Records	Financial Sheets (Balance Statement, Income Statement, Statement of Liabilities), General, General Ledgers, Accounts Receivable, and Accounts Payable Ledgers, Aging Reports, Bank Statements, Approved Budgets, Vendor Invoices/Disbursements, Check Registers, Canceled Checks, Copies of Payments Received, Expense Reports, Investment Information, Signature Cards	Seven (7) years
	Loan Documents	Four (4) years after loan is discharged

Financial Books and Records (cont'd)	Workers' Compensation Records, Accident Reports and Insurance Claims for Workers' Compensation Claims	Permanent
	Depreciation Schedules	Life of Asset Plus Four (4) years
	Correspondence Relating to General Financial Matters	Four (4) years
Account Records of Current Owners	Owner Information, General Owner Correspondence, Violation Correspondence, Architectural Applications, Collection Correspondence, Legal Collection Correspondence, Dispute of Debt,	Period of Ownership Plus Five (5) years
	Architectural or ARC Applications/Submissions, Property Deed,	Period of Ownership Plus Five (5) years
	Judgments/Release of Judgment, Liens/Release of Liens, Law/Legal Correspondence Property Specific	Permanent
	Approved Architectural or ARC Applications/ Submissions	Permanent
Vendor or Contract for Labor Records	Vendor Contracts	Four (4) years after the expiration of the contract term
	Bid Proposals/ Specifications (contracts not entered into by the Association)	Two (2) years
	Contract for Labor or Employment	Four (4) years after the expiration of the contract term
	Personnel files, if any including wage rates, job description, etc.	Permanent

Meetings of Owners	Approved Minutes of	Seven (7) years
and Board of	Meetings of Owners and	
Directors	Board of Directors, including	
	Executive Sessions	
	Meeting Audio or Video	If made, destroy
	Recording	prior to next meeting
Tax Returns and	Federal, State, and State	Seven (7) years
Audit Records	Franchise Tax Returns	
	Financial Audits, IRS	Permanent
	Notices/Federal Tax ID,	
	Texas Notice of Franchise	
	Exemption	
Professional Reports	Legal Opinions,	Permanent
	Engineering/Structural	
	Reports and other	
	Professional Reports/Opinions	
	Lawsuits	Permanent
	Reserve Studies Relating to	Permanent
	Study of Common Areas	
Miscellaneous		Seven (7) years
Documents,		
Correspondence,		
Statements or		
Records		

Notice and Recording. Upon recording this Resolution with the county record's office, the Association's community manager is authorized and directed to prepare correspondence, in appropriate form and substance, to circulate a copy of this Resolution to all Owners.

This is to certify that this Resolution was duly introduced, seconded and was thereafter adopted at a regular scheduled meeting of the Board, at which a quorum was present, by a majority vote of the members of the Board, on April 20 16, effective as of April 20 16, until such date as it may be modified, rescinded or revoked.

LIBERTY TOWNHOMES ASSOCIATION, INC.

See attached

SEE ATTACHED (Ack/Jurat)

, President

_, Secretary/Treasurer

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

County of Santa Clara
On April 20,2016 before me, D. Sahi, Notary Public, Name of Notary (e.g., Jane Doe)
personally appeared /// ////////////////////////////////
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by(his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
COMM. #2211917 Notary Public California San Diego County Comm. Expires Aug 28, 2021 Notary Seal Notary Seal
Notary Seal Notary Signature
OPTIONAL
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document. Description of Attached Document
Title or Type of Document: <u>Uperty Townhome Association</u> inc. Resolution: Doc referring policy
Document Date: April 20,2018 Number of Pages:
Signer(s) Other Than Named Above:
Capacity(ies) Claimed by Signer(s) Signer's Name: AVASN MORCIAI CA DL A CI 144 815
☑Índividual □ Corporate Officer Title(s):
□ Partner □ Limited □ General
☐ Attorney-in-fact
□ Trustee
□ Parent, Guardian, or Conservator
□ Other:
Signer is Representing:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

validity of that document.	
State of California County of Santa Clara)
<i>i</i> ,	Kennedy Massey, Notary Public (insert name and title of the officer)
subscribed to the within instrument and acknow	evidence to be the person(s) whose name(s) is/are /ledged to me that he/she/they executed the same in by his/bet/thefr signature(s) on the instrument the
I certify under PENALTY OF PERJURY under to paragraph is true and correct.	the laws of the State of California that the foregoing
WITNESS my hand and official seal.	KENNEDY MASSEY COMM. # 2237583 NOTARY PUBLIC + CALIFORNIA SANTA CLARA COUNTY MY COMM. EXP. APRIL 9, 2022
Signature A. M.	(Seal)



Filed and Recorded Official Public Records Stacey Kemp, County Clerk Collin County, TEXAS 05/09/2018 03:58:53 PM \$182.00 SCAPELA 20180509000568790

Specificap