

**FIRST AMENDMENT OF DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR LIBERTY TOWNHOMES**

This First Amendment is made on the date hereinafter set forth by Urban Corp, a Foreign For-Profit Texas Corporation d/b/a Urban Development and Investment Corp, hereinafter referred to as the "Declarant".

**WITNESSETH:**

**WHEREAS**, Urban Corp, a Foreign For-Profit Texas Corporation d/b/a Urban Development and Investment Corp, is the Declarant named in the Declaration of Covenants, Conditions and Restrictions for Liberty Townhomes recorded in the Office of the County Clerk of Collin County, State of Texas, and recorded as of 2-6-2017 under Document No. 20170206000167050, in the Deed Records of Collin County, Texas (the "Liberty Declaration"); and

**WHEREAS**, pursuant to Article IX, Section 3. of the Liberty Declaration, Declarant retains the power and authority to amend the Declaration; and

**WHEREAS**, Declarant desires to modify the Liberty Declaration to address the existence of a master association by the name of Frisco Square Property Owners Association, Inc., a Texas non-profit corporation, to which the Liberty Declaration is subject.

**AGREEMENT:**

**NOW, THEREFORE**, for and in consideration of the above-stated recitals, Declarant hereby supplements and amends the Liberty Declaration as follows:

1. The "Property" described in the Liberty Declaration (sometimes referred to herein as the "Liberty Property") resides within a larger tract known as the Frisco Square Management District covered under the Declaration of Covenants, Conditions and Restrictions of Frisco Square (the "Frisco Square Declaration"), dated effective February 6, 2007, recorded as Document No. 20070727001038870 of the Real Property Records of Collin County, Texas.

2. The Frisco Square Declaration provides that the Owners of property within the Frisco Square Management District will be subject to the obligations of the "Governing Documents" such as the Frisco Square Declaration as well as the constituent documents of the Frisco Square Property Owners' Association, Inc. Moreover, the Frisco Square Property Owners Association, Inc. will be entitled to collect assessments from Owners within the Frisco Square Property including Owners of lots within the Liberty Property.

3. To satisfy the obligation to pay assessments for Common Expenses or others amounts described in the Frisco Square Declaration and the amendments thereto, the Liberty Townhomes Association, Inc. may, without obligation to do so, collect assessments charged by the Frisco Square Property Owners' Association, Inc. from the Members of Liberty Townhomes Association, Inc. as part of the Annual Assessments, Special Assessments or Specific Assessments, as part of the Assessments referred to in the Liberty Declaration. To the extent collected by Liberty Townhomes Association, Inc., the amounts due to the Frisco Square Property

Owners' Association will be paid by the Liberty Townhomes Association and become part of the recurring maintenance charges attributable to the Common Maintenance Areas defined in the Liberty Declaration.

4. The Owners under the Liberty Declaration will further be subject to the restrictions and requirements provided in the Frisco Square Declaration and its Governing Documents, as described in the Frisco Square Declaration. All of such Governing Documents are incorporated herein by reference. The defined terms provided herein from the Frisco Square Governing Documents will have the same meaning in this First Amendment as provided in the Frisco Square Declaration, except as otherwise stated herein.

5. Except where otherwise provided herein, the Liberty Declaration is hereby ratified and approved.

IN WITNESS WHEREOF, the Declarant has caused this First Amendment to Declaration of Covenants, Conditions and Restrictions for Liberty Townhomes to be executed on its behalf, and attested as of the 15<sup>th</sup> day of May 2018.

**DECLARANT:**

**Urban Corp d/b/a Urban Development and Investment Corp**

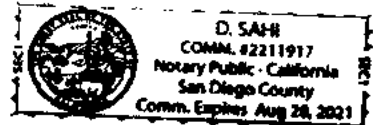
  
By: Arash Moradi  
Its: President/Director  
5/15/18

STATE OF CA §  
COUNTY OF Santa Clara §

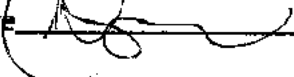
The foregoing instrument was acknowledged before me on May \_\_, 2018 by Arash Moradi as President and Director of Urban Corp d/b/a Urban Development and Investment Corp, on behalf of said company for the purposes and considerations therein expressed.

State of California  
County of Santa Clara

\_\_\_\_\_  
Notary Public



Subscribed and sworn to (or affirmed) before me on this  
15 day of May, 2018,  
by D. Sah, Notary Public  
proved to me on the basis of satisfactory evidence to be  
the person(s) who appeared before me.

Signature 

**BLANK PAGE ADDED FOR RECORDING PURPOSES ONLY**



Filed and Recorded  
Official Public Records  
Stacey Kemp, County Clerk  
Collin County, TEXAS  
05/22/2018 08:05:23 AM  
\$34.00 SCAPELA  
20180522000620770

*Stacey Kemp*