

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AFTER RECORDING, RETURN TO:
Villas of Middleton Homeowners Association, Inc.
c/o Essex Association Management, L.P.
1512 Crescent Drive, Suite 112
Carrollton, Texas 75006

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

**FIFTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE VILLAS OF MIDDLETON TOWNHOMES**

THIS FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VILLAS OF MIDDLETON TOWNHOMES (this "Amendment") is made and entered into as of September __, 2022 (the "Effective Date") by PLANO PARKWAY INVESTMENTS, L.P., a Texas limited partnership ("Declarant").

PRELIMINARY STATEMENTS

WHEREAS, on July 19, 2016, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Villas of Middleton Townhomes recorded on December 7, 2016, as Document No. 20161207001662660, in the Official Public Records of Collin County, Texas, as amended and modified by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for the Villas of Middleton Townhomes dated March 6, 2018, and recorded on March 12, 2018 as Document No. 20180312000298350, in the Official Public Records of Collin County, Texas, as further amended and modified by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for the Villas of Middleton Townhomes dated March 12, 2018, and recorded on March 12, 2018 as Document No. 20180312000300470, in the Official Public Records of Collin County, Texas, as further amended and modified by that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for the Villas of Middleton Townhomes dated August 19, 2021, and recorded on November 18, 2021 as Document No. 20211118002363020, in the Official Public Records of Collin County, Texas, and as further amended and modified by that certain Fourth Amendment and Supplement to Declaration of Covenants, Conditions and Restrictions for the Villas of Middleton Townhomes dated December 11, 2021, and recorded on January 18, 2022 as Document No. 20220118000090540, in the Official Public Records of Collin County, Texas (as amended and modified, the "Declaration");

WHEREAS, the Declaration affects all of the real property and improvements located within land described in the Declaration, including, without limitation, that real property described

on that certain subdivision plat including sixty-one (61) Lots entitled "Final Plat, Villas of Middleton, Phase One", which plat was recorded on January 5, 2017 as Document No. 20170105010000050, in the map or plat records of Collin County, Texas (the "Phase One Plat")

WHEREAS, the Development Period (as defined in the Declaration) is still in effect;

WHEREAS, during the Development Period, in accordance with the terms of the Declaration, including, without limitation, Section 16.4 and Section B.3.4 of the Appendix B thereof, Declarant may unilaterally amend the Declaration without the joinder or consent of any other party, by an instrument in writing duly signed, acknowledged, and filed for record in Collin County to, among other things, correct errors and misstatements in the Declaration, modify the designation of the area of common responsibility and/or to create easements and common areas within the Property; and

WHEREAS, Declarant desires to amend and modify certain covenants, conditions and restrictions set forth in the Declaration, as more specifically provided in this Amendment, subject to the terms of this Amendment.

NOW, THEREFORE, the Declarant does hereby amend the Declaration as follows:

1. Definitions. Unless otherwise defined in this Amendment, all capitalized words or terms used herein shall be defined and have the meaning set forth in the Declaration as modified and amended hereby.

2. Amending Terms. (a) Section 9.6 of the Declaration is hereby modified and amended to read in its entirety as follows:

"9.6 DECLARANT OBLIGATION. Declarant's obligation for and exemption from assessments is described in Appendix B. Unless Appendix B creates an affirmative assessment obligation for Declarant, a Lot that is owned by Declarant during the Development Period is exempt from mandatory assessment by the Association. Declarant has a right to reimbursement for, and characterize as a loan, any assessment paid or deficit funded to the Association by Declarant during the Development Period in accordance with terms of a promissory note from the Association delivered to Declarant evidencing such loan, subject to funds being available to the Association for such loan payment(s) or payoff then due. During the Declarant Control Period, any funding of deficits of the Association by Declarant may be considered a loan to the Association in accordance with the terms of Appendix B, including, without limitation, Section B.2.3 thereof. These provisions may not be construed to prevent Declarant from making a loan or voluntary monetary donation to the Association, provided it is so characterized."

(b) Section B.2.3 of Appendix B of the Declaration is hereby modified and amended to read in its entirety as follows:

“B.2.3. Budget Funding. During the Declarant Control Period only, Declarant is responsible for the difference between the Association’s operating expenses and the Regular Assessments received from Owners other than Declarant, and will either levy a special assessment to fund such deficit or provide any additional funds necessary to pay actual cash outlays of the Association. At the Declarant’s sole discretion, funds provided for the purpose of offsetting a deficit may be treated as a loan from Declarant to the Association and a liability of the Association, to be repaid in accordance with the terms of such loan (as evidenced by a promissory note or other appropriate instrument), subject to funds being available to the Association for such loan payment(s) or payoff then due. On termination of the Declarant Control Period, Declarant will cease being responsible for the difference between the Association’s operating expenses and the Assessments received from Owners other than Declarant. Declarant is not responsible for funding the replacement reserve fund and may, at its sole discretion, require the Association to use reserve funds when available to pay operating, administrative or other Association expenses prior to the Declarant funding any deficit.”

3. No Other Effect. Except as expressly amended by this Amendment solely with respect to the Additional Land, the terms and provisions of the Declaration are not amended, modified or supplemented, and the Declaration, as amended hereby solely with respect to the Additional Land, is hereby supplemented and amended by the Declarant, and the Additional Land is hereby affected by and included in the Property affected by such Declaration as set forth herein.

4. Severability. Invalidation of anyone provision of this Amendment by judgment or court order shall in no way affect any other provision of this Amendment or the remainder of this Amendment which shall remain in full force and effect. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Amendment a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

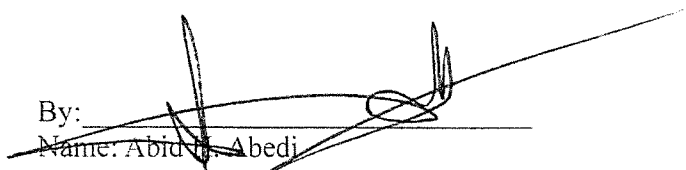
5. Headings. The headings contained in this Amendment are for reference purposes only and shall not in any way affect the meaning or interpretation of this Amendment.

REMAINDER OF PAGE LEFT BLANK - SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed to be effective as of the Effective Date.

DECLARANT:
PLANO PARKWAY INVESTMENTS, L.P.,
a Texas Limited Partnership

By: Plano Parkway Management, LLC,
a Texas limited liability company,
its General Partner

By: 
Name: Abid H. Abedi
Its: President

STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on the 7th day of November, 2022, by Abid H. Abedi, President of Plano Parkway Management, LLC, as general partner of Plano Parkway Investments, L.P., a Texas limited partnership on behalf of said limited liability company and limited partnership, and in the capacities herein stated.



Notary Public, State of Texas

