

**NOTICE OF FILING OF DEDICATORY INSTRUMENT FOR
VILLAS OF MIDDLETON HOMEOWNERS ASSOCIATION, INC.**

STATE OF TEXAS

COUNTY OF COLLIN

This Notice of Filing of Dedicatory Instruments for Villas of Middleton Homeowners Association Inc., (“Notice”) is made by and on behalf of Villas of Middleton Homeowners Association Inc. (the “Association”).

RECITALS:

WHEREAS, the Association is a property owners association as defined in Section 202.001(2) of the Texas Property Code; and

WHEREAS, The Association is governed by a dedicatory instrument, which covers the property described therein entitled Declaration of Covenants, Conditions and Restrictions for Villas of Middleton Homeowners Association Inc., filed or to be filed in the Real Property Records of Collin County, Texas (the “Declaration”), as Villas of Middleton Homeowners Association Inc., such may be amended, supplemented and/or corrected from time to time; and

WHEREAS, Section 202.006 of the Texas Property Code requires a property owners association to file the dedicatory instrument in the Real Property Records of each county in which the property to which the dedicatory instrument relates is located; and

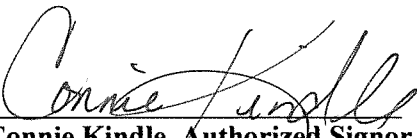
WHEREAS, the Association desires to file a Notice by adding the instruments attached hereto herein adopted by the Association.

NOW THEREFORE, the Association files true and correct copies of the following instruments of the Association which are attached hereto:

- 1. Unanimous Written Consent of the Board of Directors in Lieu of a Special Meeting.**

IN WITNESS WHEREOF, the undersigned agent of Villas of Middleton Homeowners Association Inc., certifies that, to the best of his/her knowledge, as of the effective date of this Notice of Filing of Dedicatory Instrument that the foregoing instruments are a true and correct copy of the current instruments of the Association.

[Signature follows on next page]

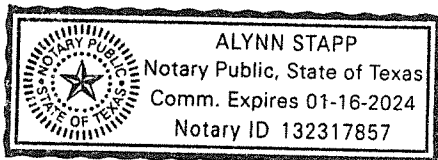
By: 
Connie Kindle, Authorized Signor,
Essex Association Management L.P., Its
Managing Agent.


STATE OF TEXAS

COUNTY OF DALLAS

Before me, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Connie Kindle, Authorized Signor, Essex Association Management L.P., On behalf of Villas of Middleton Homeowners Association Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 17 DAY OF November, 2022.




Notary Public in and for the State of Texas

VILLAS OF MIDDLETON HOMEOWNERS ASSOCIATION INC.

UNANIMOUS WRITTEN CONSENT OF

THE BOARD OF DIRECTORS

IN LIEU OF SPECIAL MEETING

September *26* 2022

The undersigned, being all of the members of the board of directors (the "***Directors***") of **VILLAS OF MIDDLETON HOMEOWNERS ASSOCIATION INC.**, a Texas non-profit corporation (the "***Association***"), do hereby consent to the adoption of the following resolutions, in lieu of a special meeting of the Directors, the call and notice of which is hereby expressly waived:

Approval of Amended and Restated Unsecured Promissory Note

WHEREAS, the Association has previously borrowed and Plano Parkway Investments, L.P., a Texas limited partnership ("***Lender***") has loaned to the Association the amount of \$79,262.21 at 6% per annum interest with the maturity date of December 31, 2022 (the "***Loan***"), pursuant to the terms of that certain Unsecured Promissory Note dated November 11, 2021 (the "***Original Note***");

WHEREAS, the Association and Lender desire to amend and restate the Original Note pursuant to the terms of that certain Amended and Restated Unsecured Promissory Note, the form of which has been delivered to the Directors for review (the "***Restated Note***");

WHEREAS, the Directors believe it is in the best interest of the Association to approve, confirm and adopt entry into the Loan as revised by the terms and conditions of the Restated Note and enter into the Restated Note.

NOW, THEREFORE, BE IT RESOLVED, that the Loan and the form, terms and provisions of the Restated Note, in the forms presented to the Directors on or prior to the date hereof, be, and hereby are, ratified, confirmed, approved and adopted.

FURTHER RESOLVED, that the President or any other officer of the Association (each an "***Authorized Representative***") be, and hereby is, individually authorized and directed to do any and all acts and things and to execute and deliver and to accept delivery of, in the name of and on behalf of the Association, with such changes therein, additions thereto or deletions therefrom as such Authorized Representative may approve, such approval to be conclusively evidenced by the execution thereof, together with any and all such instruments, certificates, documents and agreements relating to or required in connection with the Loan and Restated Note.

General Authority

FURTHER RESOLVED, that the Authorized Representatives be, and each of them hereby is, authorized and directed to take such further action and to execute, acknowledge, and deliver such additional instruments, in the name and on behalf of the Association, and to do all such further acts and things that such person shall deem necessary or proper on behalf of the Association, in order to effectively secure and perform all the obligations and agreements expressed to be kept and performed by the Association, pursuant to the provisions of the documents described in these resolutions.

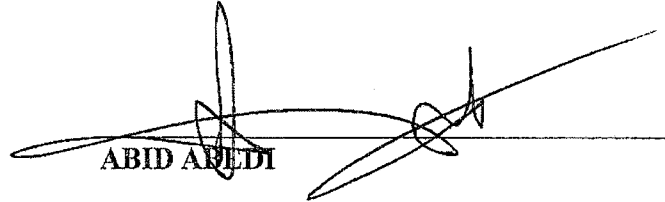
FURTHER RESOLVED, that all acts, transactions, or agreements undertaken prior to the adoption of these resolutions by any Authorized Representative of the Association in the Association's name and on its behalf in connection with the foregoing matters are hereby ratified, confirmed and adopted by the Association; and

FURTHER RESOLVED, that any Authorized Representative of the Association be, and each of them acting alone hereby is, authorized and empowered to certify these resolutions.

(Signature Page Follows)

EXECUTED, by the undersigned to be effective as of the date first set forth above.

DIRECTORS:


ABID ABEDI

JJ SINGH



REHAN (RAY) JAFFREY

AMENDED AND RESTATED UNSECURED PROMISSORY NOTE

\$79,262.21

November 11, 2021

WHEREAS, **VILLAS OF MIDDLETON HOMEOWNERS ASSOCIATION INC.**, a Texas non-profit corporation, incorrectly referred to as "Villas of Middleton Property Owners' Association, Inc.) (hereinafter called "Maker") executed and delivered to **PLANO PARKWAY INVESTMENTS, L.P.**, a Texas limited partnership ("Payee") that certain Unsecured Promissory Note dated November 11, 2021 in the original principal amount of SEVENTY-NINE THOUSAND TWO HUNDRED SIXTY-TWO AND 21/100 DOLLARS (\$79,262.21) (the "Original Note");

WHEREAS, Maker and Payee desire to amend and restate the Original Note in its entirety by this Amended and Restated Unsecured Property Note (the "Restated Note");

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledges, Maker and Payee agree that the Original Note is hereby amended, restated and superseded in its entirety by this Restated Note, as follows:

FOR VALUE RECEIVED, the undersigned, **VILLAS OF MIDDLETON HOMEOWNERS ASSOCIATION INC.**, a Texas non-profit corporation (hereinafter called "Maker"), promises to pay to the order of **PLANO PARKWAY INVESTMENTS, L.P.**, a Texas limited partnership ("Payee", which term shall herein in every instance refer to any owner or Payee of this unsecured Note (this "Note")), the sum of SEVENTY-NINE THOUSAND TWO HUNDRED SIXTY-TWO AND 21/100 DOLLARS (\$79,262.21), together with interest on the principal hereof from time to time outstanding from the date hereof until maturity at the per annum rate hereinafter stated, said principal and interest being payable to Payee in U.S. Dollars at 4577 Ohio Drive, Plano, Texas 75093, or at such other place which Payee may hereafter designate in writing.

Section 1. Interest.

(a) Commencing as of the date hereof, and as long as any principal amount of this Note remains outstanding, the unpaid, outstanding principal amount of this Note shall bear interest at a rate equal to the lesser of (i) six percent (6%) per annum (the "Interest Rate"), or (ii) the maximum non-usurious rate allowed to be charged on commercial loans by applicable law.

(b) If any payment of principal or interest on this Note shall become due on a Saturday, Sunday or legal banking holiday, such payment shall be made on the next succeeding business day and such extension of time shall in such case be included in computing interest in connection with such payment.

(c) Any check, draft, money order or other instrument given in payment of all or any portion hereof may be accepted by Payee and handled in collection in the customary manner, but the same shall not constitute payment hereunder or diminish any rights of Payee except to the extent that actual cash proceeds of such instrument are unconditionally

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received by Payee. In connection therewith, any such payments received by the holder hereof after noon of any business day shall be posted and applied to the indebtedness evidenced by this Note on the next business day of the holder hereof.

(d) Interest on this Note shall be computed on the basis of a 365-day or 366-day year, as the case may be, or in the case of any interest paid in connection with a prepayment for a period less than a full year, then on the basis of the *pro rata* portion of such year period calculated by dividing the number of days interest accrued during such period by the number of days in such period.

(e) It is the intention of the parties hereto to conform strictly to applicable usury laws as in effect from time to time during the term of this Note. Accordingly, if any transaction or transactions contemplated hereby would be usurious under applicable law (including the laws of the United States of America, or of any other jurisdiction whose laws may be mandatorily applicable), then, in that event, notwithstanding anything to the contrary in this Note, it is agreed as follows: (i) the provisions of this paragraph shall govern and control; (ii) the aggregate of all interest under applicable laws that is contracted for, charged or received under this Note shall under no circumstances exceed the maximum amount of interest allowed by applicable law, and any excess shall be promptly credited to Maker by Payee (or, if such consideration shall have been paid in full, such excess shall be promptly refunded to Maker by Payee); (iii) neither Maker nor any other person or entity now or hereafter liable in connection with this Note shall be obligated to pay the amount of such interest to the extent that it is in excess of the maximum interest permitted by the applicable usury laws; and (iv) the effective rate of interest shall be *ipso facto* reduced to the maximum lawful interest rate.

Section 2. Payments. The entire principal amount of \$79,262.21, plus accrued and unpaid interest thereon, less any prepayments, is due and payable as follows: (1) one-half (1/2) of the principal and accrued interest shall be due and payable as soon as funds for such payment are available and accounted for in Payee's budget, and (2) the remaining outstanding principal and accrued interest shall be paid in full on the earlier of (A) the date on which Payee conveys to an unrelated party its last single-family residential lot subject to the Declaration of Covenants, Conditions and Restrictions for Villas of Middleton, as amended and/or supplemented from time to time, recorded as Document No. 20161207001662660, Official Public Records, Collin County, Texas, or (B) _____, 20____ (the "Maturity Date"). Payments will be applied first to accrued interest and the remainder to reduction of the principal amount.

Section 3. Prepayment. This Note may be prepaid in whole or in part at any time without premium or penalty. Prepayments shall be applied first to accrued interest and the remainder to reduction of the principal amount.

Section 4. Events of Default; Remedies.

(a) In the case of an Event of Default (as defined below), Payee shall have the option, to the extent permitted by applicable law, to declare this Note immediately due and payable, whereupon (i) the entire unpaid principal balance of this Note and all accrued unpaid interest thereon shall thereupon at once mature and become due and payable without presentment, demand, protest or notice of any kind (including, but not limited to, notice of intention to accelerate or notice of acceleration), all of which are hereby expressly waived

by Maker, and (ii) Payee may collect and Maker shall pay interest on the unpaid principal and interest at the lesser of (A) twelve percent (12%) per annum and (B) the maximum non-usurious rate allowed to be charged on commercial loans by applicable law.

(b) For purposes of this Note, each of the following events with regard to Maker shall constitute an "Event of Default" hereunder:

(i) Failure to pay any amounts due hereunder within ten (10) calendar days after the due date therefor;

(ii) The filing of a petition in bankruptcy by or relating to Maker;

(c) Except as otherwise provided herein, the Maker waives grace, demand, presentment for payment, protest, notice of any kind (including, but not limited to, notice of dishonor, notice of protest, notice of intention to accelerate and notice of acceleration) and diligence in collecting and bringing suit against any party hereto and agrees (i) to all extensions and partial payments, with or without notice, before or after maturity, (ii) to any substitution, exchange or release of any security now or hereafter given for this Note, (iii) to the release of any party primarily or secondarily liable hereon, and (iv) that it will not be necessary for Payee, in order to enforce payment of this Note, to first institute or exhaust Payee's remedies against Maker or any other party liable therefor.

(d) In addition to all principal and accrued interest on this Note, Maker agrees to pay (i) all reasonable costs and expenses incurred by Payee in collecting this Note for any reason including reorganization, bankruptcy, receivership or any other proceeding and (ii) reasonable attorney's fees and court and other costs when and if this Note is placed in the hands of an attorney for collection after default. These expenses will bear interest from the date of advance at the Interest Rate on matured, unpaid amounts. Maker will pay Payee these expenses and interest on demand. These expenses and interest will become part of the debt evidenced by this Note.

Section 5. Governing Law; Jurisdiction; Jury. THIS NOTE AND THE RIGHTS AND OBLIGATIONS OF MAKER AND PAYEE HEREUNDER AND IN RESPECT HEREOF, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Texas or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Texas. Maker and, by its acceptance hereof, Payee, hereby irrevocably submit to the non-exclusive jurisdiction of the state and federal courts sitting in Collin County, Texas, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waive, and agree not to assert in any suit, action or proceeding, any claim that it or he is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law or to commence legal proceedings or otherwise proceed against any party in any other jurisdiction. **MAKER, AND BY ITS ACCEPTANCE HEREOF, PAYEE, HEREBY IRREVOCABLY WAIVE ANY RIGHT IT MAY HAVE, AND AGREE NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS NOTE OR ANY TRANSACTION CONTEMPLATED HEREBY.**

Section 6. Notices. All notices, requests, claims, demands, and other communications hereunder shall be in writing and shall be deemed properly served and delivered if: (i) sent through the United States mail, three (3) business days after deposit in United States first class mail, certified with return receipt requested and postage prepaid, (ii) sent by prepaid overnight delivery for next morning delivery by a nationally recognized overnight courier service, on the next business day after delivery to such nationally recognized overnight courier service, (iii) delivered by hand (including by overnight courier), when delivered, or (iv) sent by facsimile transmission with confirmation of receipt, upon receipt of a legible copy, in each case, addressed to (x) Maker at its addresses or fax number where applicable for notices set forth on its signature page hereto or (y) Payee at the address of Payee's residence set forth in the preamble hereto, as applicable, or at such other address, or to the attention of such other officer or person, as Maker or Payee, as applicable, shall have specified in writing to the other pursuant to notice given in the manner provided in this Section 6.

Section 7. Amendment; Waiver. No amendment, modification or waiver of any provision of this Note and no consent by Payee to any departure therefrom by Maker shall be effective unless such modification or waiver shall be in writing and signed by Maker and Payee.

Section 8. Assignment. Maker may not assign its obligations under this Note to any person without the prior written consent of Payee. This Note and the provisions hereof are to be binding on the successors and permitted assigns of Maker.

Section 9. Effect of Headings; Construction. The headings contained in this Note are for reference purposes only and shall not affect in any way the meaning or interpretation of this Note. In the event of an ambiguity or question of intent or interpretation arises, this Note shall be construed as if drafted jointly by Maker and Payee and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any of the provisions of this Note.

Section 10. Severability. To the extent any provision of this Note is prohibited by or invalid under the applicable law of any jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity and only in such jurisdiction, without prohibiting or invalidating such provision in any other jurisdiction or the remaining provisions of this Note in any jurisdiction.

Section 11. Commercial Loan. Maker represents and warrants to Payee that the loan evidenced by this Note is a contract under which credit is extended for business, commercial, investment, or other similar purpose, and is not a loan for personal, family, household, or agricultural use.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Maker has executed this Note as of the date hereof.

MAKER:

**VILLAS OF MIDDLETON HOMEOWNERS
ASSOCIATION INC.**, a Texas non-profit corporation

By: _____

Name: _____

Title: _____

ABID ABDI

President

I, the undersigned, being the Secretary of Villas of Middleton Homeowners Association Inc., do hereby certify that the execution of this Amended and Restated Unsecured Promissory Note was approved and adopted by Unanimous Consent of Directors in Lieu of a Special Meeting of the Association dated to be effective as of September 26, 2022.

Printed Name: _____

Title: _____

REHAN JAFFREY

Secretary

VILLAS OF MIDDLETON HOMEOWNERS ASSOCIATION INC.

UNANIMOUS WRITTEN CONSENT OF

THE BOARD OF DIRECTORS

IN LIEU OF SPECIAL MEETING

04/02, 2021

The undersigned, being all of the members of the board of directors (the "**Directors**") of **VILLAS OF MIDDLETON HOMEOWNERS ASSOCIATION INC.**, a Texas non-profit corporation (the "**Association**"), do hereby consent to the adoption of the following resolutions, in lieu of a special meeting of the Directors, the call and notice of which is hereby expressly waived:

Approval of Unsecured Promissory Note

WHEREAS, the Association intends to borrow and Plano Parkway Investments, L.P., a Texas limited partnership ("**Lender**") intends to loan to the Association the amount of \$ 79,262.21 at 6% per annum interest (the "**Loan**"), pursuant to the terms of that certain Unsecured Promissory Note (the "**Note**"), with the maturity date as stated in the Note, the form of which has been delivered to the Directors for review, which is secured by all assets of the Company, as further described therein;

WHEREAS, the Directors believe it is in the best interest of the Association to approve, confirm and adopt entry into the Loan and the terms and conditions of the Note.

NOW, THEREFORE, BE IT RESOLVED, that the Loan and the form, terms and provisions of the Note, in the forms presented to the Directors on or prior to the date hereof, be, and hereby are, ratified, confirmed, approved and adopted.

FURTHER RESOLVED, that the President or any other officer of the Association (each an "**Authorized Representative**") be, and hereby is, individually authorized and directed to do any and all acts and things and to execute and deliver and to accept delivery of, in the name of and on behalf of the Association, with such changes therein, additions thereto or deletions therefrom as such Authorized Representative may approve, such approval to be conclusively evidenced by the execution thereof, together with any and all such instruments, certificates, documents and agreements relating to or required in connection with the Loan and Note.

General Authority

FURTHER RESOLVED, that the Authorized Representatives be, and each of them hereby is, authorized and directed to take such further action and to execute, acknowledge, and deliver such additional instruments, in the name and on behalf of the Association, and to do all

such further acts and things that such person shall deem necessary or proper on behalf of the Association, in order to effectively secure and perform all the obligations and agreements expressed to be kept and performed by the Association, pursuant to the provisions of the documents described in these resolutions.

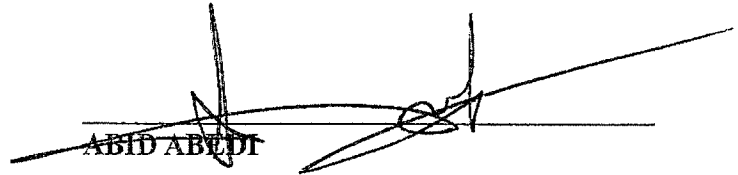
FURTHER RESOLVED, that all acts, transactions, or agreements undertaken prior to the adoption of these resolutions by any Authorized Representative of the Association in the Association's name and on its behalf in connection with the foregoing matters are hereby ratified, confirmed and adopted by the Association; and

FURTHER RESOLVED, that any Authorized Representative of the Association be, and each of them acting alone hereby is, authorized and empowered to certify these resolutions.

(Signature Page Follows)

EXECUTED, by the undersigned to be effective as of the date first set forth above.

DIRECTORS:


ABID ABEDI

JJ SINGH



REHAN (RAY) JAFFREY