

SECOND AMENDMENT TO  
AMENDED AND RESTATED SUBDIVISION RESTRICTIONS  
[MEDINA-SECTION C]

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

This SECOND AMENDMENT TO AMENDED AND RESTATED  
SUBDIVISION RESTRICTIONS [MEDINA - SECTION C] (this "Second  
Amendment") is made this 1<sup>st</sup> day of SEPTEMBER 2023, by TEXAS HOLIDAY  
VILLAGES, L.P., a Texas limited partnership (the "Developer").

llc

hab. by company

**WITNESSETH:**

**WHEREAS**, Developer prepared and recorded Amended and Restated Subdivision  
Restrictions [Medina-Section C], on November 30, 2009, under Document Number  
2009007947 and in Volume 769, Page 887 *et seq.* of the Deed Records of Medina County,  
Texas (the "Restated Restrictions"); and

**WHEREAS**, Developer prepared and recorded the First Amendment to the Amended  
and Restated Subdivision Restrictions [Medina-Section C], on October 31, 2016, under  
Document Number 2016007566 of the Deed Records of Medina County, Texas (the "First  
Amendment"); and

**WHEREAS**, pursuant to Paragraph 18 of the Restated Restrictions, the Restated  
Restrictions may be amended or repealed, in whole or in part, at any time after December 31, 2020,  
by the vote of at least one-half of the votes cast at a meeting of the members of the HV of Medina  
Owners Association (the "Association") duly convened, provided that prior written notice is  
mailed to each member of the Association (at the most recent address shown for such member in  
the records of the Association) generally describing any proposed amendment or repeal to be voted  
on at such meeting; and

**WHEREAS**, notice of this Second Amendment was given to the members of the  
Association in accordance with the requirements of the Restated Restrictions and the meeting of  
the members was held in accordance with the requirements of the Restated Restrictions; and

**WHEREAS**, as of the date of this Second Amendment, this Second Amendment was duly  
approved by the vote of the members of the Association.

**NOW, THEREFORE**, in accordance with the requirements of the Restated  
Restrictions, the Association hereby amends the Restated Restrictions as follows:

- 1. Paragraph 12 is deleted in its entirety and replaced by the following:

12. Assessments: Each Timeshare Interest Owner, by acceptance of said interest, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agrees to pay to the Association the Regular Assessment and any Special Assessments hereby levied. However, at no time shall the Association and/or the Developer be liable to the Association for payment of any such Regular or Special Assessments as to any Timeshare Interests owned by the Association and/or Developer at any time.

a. Regular Assessment. The Regular Assessment shall be used to create the Assessment Fund, which shall be used as herein provided; and each such Regular Assessment (except as otherwise hereinafter provided) shall be paid by each Timeshare Interest Owner for each interest owned to the Association. The Regular Assessment for the year of purchase shall be prorated at closing for said month and then shall be paid monthly, in advance, on or before the first (1<sup>st</sup>) day of the month following purchase. Any Regular Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) the rate of eighteen percent (18%) per annum or (ii) the maximum rate permitted by law. The Association may bring an action at law against the Timeshare Interest Owner personally obligated to pay the same or foreclose the hereinafter described lien against the Timeshare Interest. No Timeshare Interest Owner may waive or otherwise escape liability for the Regular Assessment by the non-use of any said Timeshare Interest or by the abandonment of his or her Timeshare Interest. The amount of the Regular Assessment applicable to each Timeshare Interest Owner will be determined and set by the Board on an annual basis and may be increased or decreased as necessary to provide for the purposes set forth herein. The Board shall have the right at any time, to adjust the Regular Assessment from year to year as it deems proper to meet the reasonable operating expenses and reserve requirements of the Association in order for the Association to carry out its duties hereunder. All other matters relating to the Regular Assessment and the collection, expenditures and administration of the Assessment Fund shall be determined by the Board of Directors of the Association, subject to the provisions hereof.

b. Special Assessment. In addition to the Regular Assessment, the Association may upon the affirmative vote of two-thirds (2/3) of the Timeshare Interest Owner Members of the Association at a meeting duly called for such purpose levy a Special Assessment in any year for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of capital improvements upon the Common Area, including fixtures and personal property. Notwithstanding the foregoing, if an emergency exists such that the Board of Directors determines that the repair of a capital improvement upon the Common Area is necessary to eliminate or reduce the risk of injury to third parties and there is not enough money held by the Association, in reserve or otherwise, to repair the capital improvement to reduce or eliminate this risk, the Board of Directors may levy a Special Assessment in an amount sufficient to repair the capital improvement to reduce or eliminate such risk without the affirmative vote of two-thirds (2/3) of the Members of the Association.

c. Creation of Lien and Personal Obligation. Upon the filing and recording of this Declaration, a lien is hereby created and granted to the Association in order to secure the payment of any Regular Assessment or Special Assessment, and other charges and assessments hereby levied, by the Association against each Timeshare Interest Owner for said Timeshare Interest owned. By said Timeshare Interest Owner's acceptance of a Timeshare Interest thereto, hereby grants to the Association a contractual lien on such Timeshare Interest, which may be foreclosed; and each such Timeshare Interest Owner hereby expressly grants the Association a power of sale in connection therewith. ALL ASSESSMENTS WITH INTEREST FROM SUCH DUE DATE AT THE DEFAULT RATE AND THE COSTS OF COLLECTION, INCLUDING REASONABLE ATTORNEY'S FEES, ARE SECURED BY THIS CONTINUING CONTRACTUAL LIEN AND A CHARGE ON EACH TIMESHARE INTEREST COVERED BY SUCH ASSESSMENT, WHICH SHALL BIND SUCH TIMESHARE INTEREST AND THE TIMESHARE INTEREST OWNER AND ITS HEIRS, SUCCESSORS, DEVISEES, PERSONAL REPRESENTATIVES AND ASSIGNEES. The contractual lien shall be a continuing charge and lien upon each such Timeshare Interest as a covenant running with the land, and any such Assessments, interest, costs and other charges assessed or charged and remaining unpaid with respect to any Timeshare Interest shall constitute a lien and encumbrance on such Timeshare Interest until the same is paid in full. Developer hereby reserves such a lien upon each Timeshare Interest in the name of and for the benefit of the Association, and each Timeshare Interest Owner, by acquisition of such Timeshare Interest, grants to the Association a power of sale in connection with the Association's liens. The Association shall have the power to subordinate the aforesaid Assessment lien to any other lien. To evidence any unpaid Assessment, the Association may prepare a written notice of unpaid Assessment (the "**Notice of Unpaid Assessments**") setting forth the amount of the unpaid Assessment and the name of the Timeshare Interest Owner. Such notice shall be recorded in the real property records of Medina County, Texas. The Association shall record an appropriate release of any recorded Notice of Unpaid Assessments when the amounts referenced therein have been paid. THE LIEN FOR PAYMENT OF ASSESSMENTS MAY BE ENFORCED BY FORECLOSURE OF THE LIEN UPON THE DEFAULTING TIMESHARE INTEREST OWNER'S TIMESHARE INTEREST BY THE ASSOCIATION SUBSEQUENT TO THE RECORDING OF THE NOTICE OF UNPAID ASSESSMENTS AS PROVIDED ABOVE EITHER BY JUDICIAL FORECLOSURE OR BY NON-JUDICIAL FORECLOSURE THROUGH A PUBLIC SALE IN LIKE MANNER AS A DEED OF TRUST ON REAL PROPERTY IN ACCORDANCE WITH SECTION 51.002 OF THE TEXAS PROPERTY CODE, AS SUCH MAY BE AMENDED, REVISED, SUPPLEMENTED OR REPLACED FROM TIME TO TIME. In addition, the Association may institute suit against the Timeshare Interest Owner personally to obtain a judgment for unpaid Assessments. In any foreclosure proceeding, whether judicial or non-judicial, or in any other suit against the Timeshare Interest Owner, the Timeshare Interest Owner shall be required to pay the costs, expenses and reasonable attorneys' fees incurred by the Association, except as may be limited by

law. Nothing contained herein shall prohibit the Association from taking a deed in lieu of foreclosure or from filing suit to recover a money judgment for sums that may be secured by the lien. The Developer may resign from membership in the Association at any time; however, no other member may resign from membership in the Association. No member shall be entitled to vote or exercise any other right or privilege of membership if such member is delinquent with respect to any Assessments due hereunder.

Paragraph 14. Paragraph 14 of the Restated Restrictions is deleted in its entirety and replaced by the following:

14. The use and occupancy of the Timeshare Property pursuant to the provisions of these Restated Restrictions and the Regulations require that the Timeshare Property not be divided into several portions. Therefore, subject to the remaining provisions of this paragraph, there shall be no partition of the Timeshare Property by any means, voluntary or involuntary. Each Timeshare Interest Owner (other than the Developer), by purchasing or acquiring an interest in the Timeshare Property hereunder by whatever manner, waives all right to seek or require partition of the Timeshare Property. The provisions of this paragraph shall apply only to the surface estate of the Timeshare Property and shall have no force nor effect upon oil, gas or other minerals in or under the Timeshare Property. Notwithstanding any provision hereof to the contrary, at any time after July 1, 2023, if the Developer or the Association is the owner of any Timeshare Interests in Section C hereunder, the Developer or the Association may, in its sole discretion, partition and/or terminate their respective Timeshare Interests owned by the Developer or the Association from all other interests in Section C of the Holiday Villages of Medina Subdivision, but no Timeshare Interest Owners or other owners of any such other interests shall have any right to partition or terminate or require further partition or termination of Section C hereunder. Such partition/termination by the Developer or the Association may be accomplished by the execution by the Developer or the Association of a Declaration of Partition/Termination describing the Timeshare Interests and Section C real property (if applicable) which is to be partitioned/terminated to/by the Developer or the Association and the Section C real property (if applicable) which is remain owned collectively by the Timeshare Interest Owners. Such partition or termination shall be effective upon the date such Declaration of Partition/Termination is recorded in the Office of the County Clerk, Medina County, Texas. Such partition and/or termination, if completed, by either the Developer or the Association, shall (1) remove the identified Section C real property (if applicable) from the Holiday Villages of Medina Subdivision and (2) terminate any right, title, claim or access to or use of any amenity, land or restriction of the HV of Medina Owners Association of any terminated Timeshare Interest by any Timeshare Interest Owner. Any partition by the Developer of actual real property of Section C shall be approximately equal to the percentage of Timeshare Interests which are owned by the Developer unless the Developer agrees to partition less. To the extent reasonable and practicable, any real property to be partitioned by the Developer collectively to the already sold Timeshare Interest Owners shall

consist of land on which structures or similar improvements have been placed. After any such partition, the remaining Timeshare Interests and Timeshare Interest Owners shall remain subject to all provisions of these Subdivision Restrictions, but these Subdivision Restrictions shall be deemed cancelled and of no further force nor effect in respect to any property partitioned to the Developer. Upon the recordation of a Declaration of Partition as described herein, if any, this Declaration shall be automatically amended to exclude any partitioned Timeshare Interests and/or real property as described in said Declaration of Partition without the need to record any further amendments to this Declaration.

2. Except as modified herein, The Restated and Amended Restrictions shall remain in full force and effect.

***REMAINDER OF PAGE INTENTIONALLY BLANK.  
SIGNATURE PAGE(S) FOLLOWS.***

**CERTIFICATE OF ADOPTION**

The undersigned, Ruth Moore qualified and acting Secretary of HV of MEDINA OWNERS ASSOCIATION, a Texas non-profit corporation (the "Association"), hereby certifies on behalf of the Association that this Second Amendment to the Amended and Restated Subdivision Restrictions – Medina Section C was approved by the affirmative vote of unit owners to which at least fifty percent (50%) of the votes in the Association are allocated at a meeting of the Association conducted on August 26, 2023.

IN WITNESS WHEREOF, the undersigned has executed this certificate as Secretary on behalf of the Association on the 01 day of September, 2023.  
HB

**HV of MEDINA OWNERS ASSOCIATION**

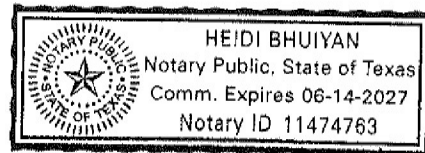
Ruth H Moore  
By: Ruth H Moore  
Its: Secretary

STATE OF TEXAS       §  
                              Bandera       §  
COUNTY OF ~~TRAVIS~~   §

This instrument was acknowledged before me on the 01<sup>st</sup> day of September, 2023, by Ruth Moore, Secretary of HV of MEDINA OWNERS ASSOCIATION, on behalf of said non-profit corporation.

Heidi Bhuiyan  
Notary Public Signature

AFTER RECORDING, RETURN TO:  
Stephanie Newsome  
Texas Holiday Villages, LLC  
4144 North Central Expressway  
Suite 420  
Dallas, Texas 75204



**Medina County  
Gina Champion  
Medina County  
Clerk**

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**Instrument Number:** 2023008712

eRecording - Real Property

RESTRICTIONS

Recorded On: October 04, 2023 03:12 PM

Number of Pages: 7

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**" Examined and Charged as Follows: "**

Total Recording: \$46.00

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**\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

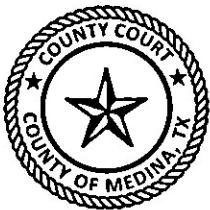
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 2023008712  
Receipt Number: 20231004000021  
Recorded Date/Time: October 04, 2023 03:12 PM  
User: Kimberly B  
Station: CCMARRIAGE1

**Record and Return To:**

Simplifile  
484 North 300 West, Suite 202  
Provo UT



**STATE OF TEXAS  
MEDINA COUNTY**

**I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Medina County, Texas.**

Gina Champion  
Medina County Clerk  
Medina County, TX