



**SECOND AMENDMENT
TO
SUBDIVISION RESTRICTIONS
[FOR]
SECTION B, HOLIDAY VILLAGES OF MEDINA SUBDIVISION**

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

THIS SECOND AMENDMENT TO SUBDIVISION RESTRICTIONS [FOR] SECTION B, HOLIDAY VILLAGES OF MEDINA SUBDIVISION (this "Second Amendment") is made this 25th day of October, 2016, by **MEDINA HOLIDAY VILLAGES, L.P.**, a Texas limited partnership (the "Developer").

WITNESSETH:

WHEREAS, Developer prepared and recorded Subdivision Restrictions [for] Section B, Holiday Villages of Medina Subdivision, on September 11, 2002, in Volume 457, Page 306 *et seq.* of the Deed Records of Medina County, Texas (the "Subdivision Restrictions"); and

WHEREAS, Developer prepared and recorded an Amendment to Subdivision Restrictions [for] Section B, Holiday Villages of Medina Subdivision, on February 15, 2007, under Document Number 2007001400, and in Volume 660, Page 32 *et seq.* of the Deed Records of Medina County, Texas (the "First Amendment"); and

WHEREAS, Paragraph 15 of the Subdivision Restrictions provides for amendment of that instrument at any time before December 31, 2020, by the Developer if the Developer holds at least one-half of the total ownership interest in the Section B Property including any subsequent additions or annexations thereto; and

WHEREAS, as of the date of this Second Amendment, the Developer holds at least one-half of the ownership interests in the Section B Property as shown by the records of Medina County, Texas; and

NOW, THEREFORE, the Developer hereby amends the Subdivision Restrictions as follows:

1. Paragraph 1 of the Subdivision Restrictions is hereby amended by adding the following provisions at the end of this Paragraph:

The Developer's right to appoint the members of the Architectural Control Committee (the "ACC") shall not expire until the Developer has conveyed 100% of the land in Sections A, D, E, F and G and 100% of the undivided interests in Sections B and C of the Holiday Villages of Medina Subdivision to owners other than the Developer, its successors and/or assigns. The Developer may surrender

this right prior to such time by recording a written instrument executed by Declarant and recorded in the Medina County Deed Records. Upon the expiration of such right, the Board shall appoint the members of the ACC, who shall serve and may be removed at the sole discretion of the Board, or, alternatively, the Board may elect to act as the ACC, in which case all references in the Governing Documents to the ACC shall be construed to mean the Board.

2. The Subdivision Restrictions are amended by adding a new Paragraph 18 as follows:

The Developer shall be entitled to appoint, remove and replace a majority of the members of the Board of Directors of the Association and its officers until the first to occur of the following (the "Developer Control Period"):

- (a) 120 days after the date that at least ninety-five percent (95%) of the land in Sections A, D, E, F and G and at least ninety-five percent (95%) of the undivided interests in Sections B and C of the Holiday Villages of Medina Subdivision are conveyed to owners other than the Developer, its successors and/or assigns; or
- (b) December 31, 2035; or
- (c) When, in its discretion, the Developer so determines and executes a written instrument stating that the Developer's rights are surrendered and providing a copy of that instrument to the owners.

3. Paragraph 6 of the Subdivision Restrictions is hereby amended by adding the following sentence at the beginning of this Paragraph:

The HV of Medina Owners Association shall be responsible for the operation, management, maintenance, repair and control of the Holiday Villages of Medina Subdivision, including, without limitation, all amenities, the Accommodations, the Timeshare Property and the Section B Property, and all improvements thereon (including, without limitation, furnishings, equipment and common landscaped areas), and shall keep them in good, clean, attractive and sanitary condition, order and repair, pursuant to the terms and conditions hereof and consistent with the standard of maintenance generally prevailing throughout the Holiday Villages of Medina Subdivision.

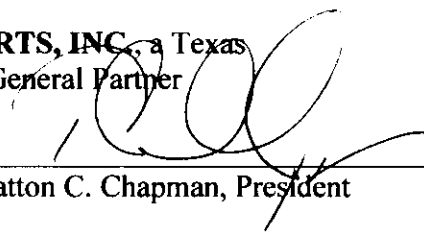
4. Paragraph 10 of the Subdivision Restrictions is hereby amended by changing the word "may" after the word "hereof" in the first sentence of this Paragraph to the word "shall."

5. Except as modified herein and by the First Amendment, the Subdivision Restrictions shall remain in full force and effect.

IN WITNESS WHEREOF, a duly authorized agent of the Developer has executed this Second Amendment as of the date first written above.

MEDINA HOLIDAY VILLAGES, L.P.,
a Texas limited partnership

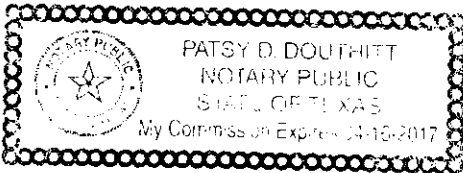
By: **TECON RESORTS, INC.**, a Texas
corporation, its General Partner


By: 
Patton C. Chapman, President

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me this 25th day of October, 2016, by Patton C. Chapman, President of TECON RESORTS, INC., a Texas Corporation, General Partner of MEDINA HOLIDAY VILLAGES, L.P., a Texas limited partnership, on behalf of said limited partnership.




Notary Public

My Commission Expires: _____

AFTER RECORDING, RETURN TO:
Mitzi Pool
Holiday Villages
4144 North Central Expressway, Suite 900
Dallas, Texas 75204

F:\RWBWP\G\DEC.AMD\2ND AMEND MEDINASECTIONB.REV2

FILED AND RECORDED

Instrument Number: 2016007565

Filing and Recording Date: 10/31/2016 12:44:04 PM Pages: 4 Recording Fee: \$34.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the PUBLIC RECORDS of Medina County, Texas.



A handwritten signature in cursive script that reads "Lisa J. Wernette".

Lisa J Wernette, County Clerk
Medina County, Texas

Filed By Delia Colon Deputy