

2. Paragraph 4 of the Restated Restrictions is hereby amended by deleting the last sentence of this Paragraph in its entirety and replacing it with the following:

Notwithstanding anything to the contrary contained herein, the Association shall obtain and maintain and keep in full force and effect insurance upon and relating to the Timeshare Property and related Amenities (as hereinafter defined) with such insurers, in such amounts and covering such risks as required by Section 221.072 of the Act.

3. The Restated Restrictions are amended by adding a new Paragraph 24 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 total 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.

4. Paragraph 9 of the Restated Restrictions is hereby amended by adding the following sentence at the beginning of this Paragraph:

The Association shall be responsible for the operation, management, maintenance, repair and control of the Holiday Villages of Medina Subdivision, including, without limitation, the Amenities, the Accommodations, the Section B Property, and the Timeshare 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.

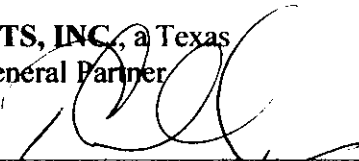
5. Paragraph 13 of the Restated Restrictions is hereby amended by changing the word "may" after the word "hereof" in the first sentence of this Paragraph to the word "shall."

6. Except as modified herein, the Restated Restrictions shall remain in full force and effect.

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

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

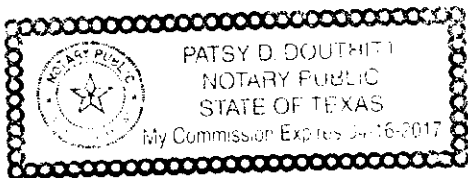
By: **TECON RESORTS, INC.**, a Texas
corporation, its General Partner

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\GDEC.AMD\1ST AMEND MEDINA.REV2

FILED AND RECORDED

Instrument Number: 2016007566

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 black ink, appearing to read "Lisa J. Wernette".

Lisa J Wernette, County Clerk
Medina County, Texas

Filed By Delia Colon Deputy