2016007566 REST 10/31/2016 12:44:04 PM Total Pages: 4 Fee: 34.00 Lisa J Wernette, County Clerk - Medina County, TX

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

STATE OF TEXAS §

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF MEDINA 8

THIS FIRST AMENDMENT TO AMENDED AND RESTATED SUBDIVISION RESTRICTIONS [MEDINA-SECTION C] (this "First Amendment") is made this day of October, 2016, by MEDINA HOLIDAY VILLAGES, L.P., a Texas limited partnership (the "Developer").

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, <u>Paragraph 18</u> of the Restated 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 Timeshare Property including any subsequent additions or annexations thereto; and

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

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

1. Paragraph 3 of the Restated 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 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. <u>Paragraph 4</u> 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 <u>Paragraph 24</u> 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

TECON RESORTS, INC., a Texas By:

corporation, its General Partner,

By:

Patton C. Chapman, President

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 25 th 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.

PATSY D. DOUTHIT!

STATE OF TEXAS My Commission Expires 34-16-2017

My Commission Expires:

AFTER RECORDING, RETURN TO:

Mitzi Pool Holiday Villages 4144 North Central Expressway, Suite 900 Dallas, Texas 75204

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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.



Lisa J Wernette, County Clerk Medina County, Texas

Filed By Delia Colon Deputy