AFTER RECORDING, RETURN TO:
Schmidt & Davis, P.C.
40 N.E. Loop 410 #210
San Antonio, TX 78216

RECORDED BY:
TICOR TITLE AGENCY

GF NO. 96111098DC

$137.00

THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE RACQUET CLUB AT CAMINO REAL

97- 0072514

This document amends Declaration of Covenants, Conditions, and Restrictions for The Racquet Club at Camino Real. The Declaration of Covenants was first filed for record at Volume 3301, Page 0493, et seq. of the Official Public Records of Real Property of Bexar County, Texas. The First Amendment to Declaration of Covenants, Conditions, and Restrictions for The Racquet Club at Camino Real (Phase I) was filed for record at Volume 4534, Page 0817, et seq. of the Official Public Records of Real Property of Bexar County, Texas. At this time, the owners of lots which are subject to the Restrictive Covenants amend the previously recorded Covenant so that they apply from the date of recording forward to the lots in Unit III (a newly-formed subdivision), as well as to Units I and II (hereafter described).

Recitals

1. The Racquet Club (San Antonio), Ltd., a Texas Limited Partnership, acted as developer of Unit I, a plat for which was recorded in Volume 9502, Page 511, Bexar County Deed and Plat Records. Unit I was subdivided into 30 lots, 28 of which are residential lots. All lots in Unit I were sold subject to Restrictive Covenants which are recorded in Volume 3301, Pages 0493-0512, Official Public Records of Real Property of Bexar County, Texas. Thereafter, Grovehill Investors (San Antonio), Ltd., a Texas Limited Partnership, acted as developer of a 10.568 acre tract of land known as Unit II, a plat for which was recorded at Volume 9521, Page 179, Bexar County Deed and Plat Records. All lots in Unit II were sold subject to restrictive covenants which applied to Unit I as modified by Amendments to those Restrictive Covenants as set forth at Volume 4534, Pages 0817-0834, Official Public Records of Real Property of Bexar County, Texas. At the date that this amendment is made, of the 56 lots (28 lots in Unit I and 28 lots in Unit II, for a total of 56 lots) only 9 lots are vacant and the remaining lots are lots upon which homes have been built (See Section 1.10, Declaration of Covenants). Accordingly, this Third Amendment can be adopted by the approval (in writing) by the owners of 36 lots.

2. Lancaster Development Company is a Texas corporation with its principal place of business in San Antonio, Bexar County, Texas, and is acting as a "Declarant" which respect to Unit III. Lancaster Development Company has purchased a tract of land containing approximately 6.8 acres adjacent to Units I and II and their common properties above described. Attached to this document as Exhibit "A" is an approximate proposed lot plan and schematic layout for the subdivision which Lancaster Development Company intends to develop. Exhibit "A" is attached for instruction purposes only and the terms and provisions of the restrictions

VOL 7100 PG 1439

whose owners are members of the Association, that nine of the lots are not improved with homes and that therefore it is necessary and appropriate for 36 out of the remaining 47 owners of homes to approve this amendment along with Lancaster Development Company, which is acting as a Declarant, with respect to the unimproved tract of land known in this amendment as Unit III.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the following amendments to the Declaration of Covenants, Conditions, and Restrictions for The Racquet Club at Camino Real are hereby adopted, and immediately upon the recording of this amendment in the Official Public Records of Real Property of Bexar County, Texas, shall become immediately effective and binding upon all owners of lots in Units I and II and all owners of Lots which are sold out of the Unit III hereafter:

Amendment No. 1: Section 1.6 of the Declaration is hereby deleted in its entirety and the following is hereby inserted in lieu thereof:

> "1.6 Declarant shall mean and refer to The Racquet Club (San Antonio), Ltd. with respect to Lots 1 through 28 according to plat recorded at Volume 9521, Page 179, Deed and Plat Records of Bexar County, Texas and Grovehill Investors (San Antonio), Ltd. with respect to Lots 31 through 58 according to plat recorded at Volume 9521, Page 179, Deed and Plat Records of Bexar County, Texas. Declarant means Lancaster Development Company or its assigns, with respect to the Unit III (a true and correct copy of the property description for which is marked Exhibit "B" and incorporated herein as if set out in full)."

Amendment No. 2: Section 1.11 of the Declaration is hereby deleted in its entirety and the following is hereby inserted in lieu thereof:

> "1.11 'Lot' shall mean and refer to: (a) Each of the 28 separately-designated, legally described parcels referred to as Numbers 1 through 28 on the Plat of Racquet Club of Camino Real P.U.D. No. 1 recorded at Volume 9503, Page 173, Deed and Plat Records of Bexar County, Texas and (b) each of the 28 separately-designated, legally described parcels referred to as Numbers 31 through 58 on the Replat and Subdivision of Racquet Club of Camino Real P.U.D. No. 2 (the replat), a copy of which replat is attached as Exhibit "D" to the First Amendment of Declaration, recorded at Volume 4534, Pages 0817 et. seq., Official Public Records of Real Property of Bexar County, Texas and (c) each of the 23

VOL 7100 PG 1741

lots which allow for construction of only single-family residences into which Lancaster Development Company subdivides Unit III, and in all three cases, including any homes and other improvements constructed or to be constructed thereon. Unit III may contain additional lots other than the 23 single-family only lots which allow for the construction of common areas, drainage, streets, and utility easements.

Amendment No. 3: Section 1.14 of the Declaration is hereby deleted in its entirety and the following is hereby inserted in lieu thereof:

> "1.14 'Property' shall mean the real property described on Exhibit "A" to the First Amendment to the Declaration and also the real property described on Exhibit "B" to the First Amendment to the Declaration, each consisting of lots and common areas, and the Unit III as more fully set forth and described in Exhibit "B" attached to this Amendment and incorporated herein by reference."

Amendment No. 4: Section 5.2(b) is hereby added to the Declaration to read as follows:

> "5.2(b) Security Gates for Unit III. Unit III shall be developed into a gated community. The developer, Lancaster Development Company, or its assigns, shall install a limited-access gate on the northeast side of Lot 60 to limit access to the lots in Unit III which matches the style and attributes of the gates which serve Unit I and Unit II. From and after construction of the gate, Lancaster Development Company shall control and maintain the gate, along with the residents of Unit III who purchase homes in that Unit, until July 1, 1998, at which time ownership, management, maintenance, and control shall pass without execution of any further documents, directly from Lancaster Development Company or its assigns to Racquet Club at Camino Real Community Association, Inc."

Amendment No. 5: Section 6.2 of the Declaration is hereby deleted in its entirety and the following is hereby inserted in lieu thereof:

> "6.2 <u>Creation of Lien and Personal Obligation of Assessments</u>. Each owner of a lot, by accepting a Deed for any lot, whether or not such obligation is set forth in the Deed or other conveyance under the terms of which he obtains title, is deemed to covenant and agree to pay the Association (1) such sum as the Board may determine from time to time per lot, and (2) special assessments to

VOL 7100 PG 1442

be fixed, established, and collected from time to time as hereafter provided, which assessment shall be a charge and lien against the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall also be a personal obligation and debt of the person who is the owner of the lot at the time the assessment falls due. Such personal obligation shall not pass to a successor owner unless it is expressly assumed by such successor owner or unless prior to a transfer of ownership, an affidavit claiming a lien for and on behalf of the Homeowners Association shall have been filed for public record in Bexar County, Texas. Provided, however, that with respect to lots subdivided out of the Unit III, such assessments shall accrue only from and after the time of the recording of a Deed from Lancaster Development Company or its assigns to a third person or on July 1, 1998, whichever occurs first and, with respect to special assessments, no special assessments shall be imposed against the owner of a lot out of the Unit III for improvements to the common areas within Units I and II until two years from the date that this Amendment is filed. Provided, further however, that special assessments after that date shall uniformly be assessed against lot owners in Units I and II and lot owners of the Unit III, with such assessments all to be equally applied against the owners of all such lots."

Amendment No. 6: The Declaration is hereby amended by the insertion of modifications to Section 12.4 relating to signs to read as follows:

"12.4 As it pertains to Unit III, one 4' x 8' sign can be installed within the confines of Unit III that is visible from Lot 60. Other signs not to exceed the size of 2' x 3' will be allowed to be installed within Unit III, so long as they are not visible from Lot 60. Additionally, the Declarant, its successors and/or assigns shall be permitted to maintain and operate an office/model home within Unit III until they issue a written notice that it is no longer needed."

Amendment No. 7: The Declaration is hereby amended by the insertion of new Section 12.16 to read as follows:

"12.16 Hereafter, with respect to homes constructed on lots created out of the Unit III, the following restrictions shall apply and any other restrictive covenants imposed by Lancaster on the lots out of Unit III shall contain and carry forward the restrictive covenants which follow and in the event of any conflict

VOL 7100 PG 1443

between the following restrictive covenants and those set forth in separate distinct covenants imposed by Lancaster, or other terms and provisions of the Declaration of Covenants, Conditions, and Restrictions for the Racquet Club at Camino Real (Phase I) or amendments thereto, all of the following covenants and conditions shall supersede and be interpreted in favor of and in lieu of and as superior to those independently imposed by Lancaster on the lots in Unit III or others and prior provisions of the restrictive covenants as modified. Those restrictive covenants which apply to the lots out of Unit III are as follows:

1. All one-story homes shall be constructed of one hundred percent (100%) masonry. Two-story homes may be constructed of no less than seventy-five percent (75%), excluding dormers, windows, and doors.

2. Roofing materials shall be forty-year dimensional singles, metal tile, or slate, unless a flat roof design is used that incorporates a parapet wall, screening the roof.

3. All lots will have a minimum five foot side yard and a twenty-two foot front yard building setback line and the rear building setback line will vary, but will not be less than twenty-five feet on any lot.

4. The minimum square footage will be 1,850 for single-story and 2,000 for two-story homes.

5. Any variance or amendments to these Restrictions will not be allowed unless approved by the Architectural Committee for the Board of Directors of The Racquet Club at Camino Real Community Association, Inc.

6. The proposed Lot Nos. 21, 22, and 23, as depicted on the attached Exhibit "A" to be located in Unit III which will abut the common areas surrounding the existing pool shall be limited to the construction of single-story residences.

7. The roof pitch on all homes shall be at least 7 over 12 unless it is a flat-roof

VOL 7100 PG 1444

design, in which case such roof shall be constructed with a parapet.

8. All walkways and driveways will be constructed of exposed aggregate.

9. All front yards will be ninety percent (90%) landscape, excluding driveways and walkways and will have inground irrigation systems.

10. No home or building will be constructed on that portion of the Unit III which is approximately depicted by Lot 24 on Exhibit "A" attached hereto.

11. All mailboxes for owners of lots in Unit III shall be situated within Unit III.

Amendment No. 8: The Declaration is hereby amended by the insertion of new Section 15.4 to read as follows:

"15.4 These covenants, restrictions, reservations, and conditions of this Declaration shall remain in full force and effect for a period of thirty (30) years from the date hereof. Thereafter, they shall be deemed to have been renewed for successive terms of ten (10) years, unless revoked by an instrument in writing executed by the then owners of not less than three-fourths (3/4) of the total number of homes on the property, which instrument shall be recorded in the Official Public Records of Real Property of Bexar County, Texas, within ninety (90) days prior to the expiration of the initial effective period hereof or any ten (10) year extension. These covenants, conditions, and restrictions may be amended at any time by an instrument approved by the owners representing in the aggregate not less than three-quarters of the total number of homes, which said instrument shall be recorded in the Official Public Records of Bexar County, Texas. With respect to any vote taken, owners of a lot on which a home is built must record their approval in writing, and may appoint the Racquet Club at Camino Real Community Association, Inc. or its successor-in-interest, as an agent to note their approval of any such instrument which affects these covenants, restrictions, reservations, and conditions."

Amendment No. 9: The Declaration is hereby amended by the insertion of new Sections 16.1 and 16.2 to read as follows:

"16.1 The Racquet Club at Camino Real Community Association, Inc. shall, upon recording of the Third

VOL 7100 PG 1745

Amendment to Declaration of Covenants, Conditions, and Restrictions for The Racquet Club at Camino Real execute a permanent unrestricted ingress and egress easement for the owners of any real property contained within the boundaries of Unit III, their guests and invitees. The owners of homes, as members of such Homeowners Association, hereby authorize and direct the President of the entity to execute the permanent unrestricted ingress and egress easement without further action of the Homeowners Association members or Board of Directors.

"16.2 By approving this document, Lancaster Development Company as Declarant imposes all of the restrictive covenants, as amended, and mandatory membership in the Racquet Club at Camino Real Community Association, Inc. on each person who acquires title to a lot out of Unit III and imposes a liability on the owner of each lot created from Unit III along with a lien on each lot sold from Unit III after the date of this Amendment in favor of Racquet Club at Camino Real Community Association, Inc."

These Amendments will be effective only after all of the conditions listed hereafter have occurred:

a. The acquisition by Lancaster Development Company or its assigns of title to Unit III.

b. Conveyance by Lancaster Development Company or the current owner of those portions of the property generally southwest of the line which is formed by the existing wrought-iron and masonry fence which exists between Unit I and what will become Unit III of the Racquet Club at Camino Real. The specific tracts of land to be conveyed are all those identified above, including, but not limited to those described in Exhibit "D," Tracts 1, 2, 4, and 5. Such conveyance shall be by Special Warranty Deed and shall vest title in the Racquet Club at Camino Real Community Association, Inc.

c. Lancaster Development Company shall have paid the sum of Six Thousand Dollars ($6,000.00). By allowing the recording of this Third Amendment to the Declaration of Covenants, Conditions, and Restrictions, the Homeowners Association acknowledges receipt of $6,000.00 from Lancaster Development Company.

d. This promise by Lancaster Development Company to pay the sum of Six Thousand Dollars ($6,000.00) on October 1, 1997, or within ten days of the date

VOL 7100 PG 1446

that the City of San Antonio accepts title to utilities and the requisite authority approves and accepts the streets, whichever occurs first. By approving this Third Amendment to Declaration of Covenants, Conditions, and Restrictions, Lancaster Development Company acknowledges that its obligation to pay Six Thousand Dollars ($6,000.00) shall act as a special assessment levied by the Homeowners Association against all of the property comprising Unit III and that Lancaster Development Company holds title to such property subject to such special assessment in the event that Lancaster Development Company does not pay such sum of money on or before the due date here identified.

e. Conveyance by Racquet Club at Camino Real Community Association, Inc. by means of Special Warranty Deed of those portions of the property generally northeast of the line which is formed by the existing wrought-iron fence and masonry fence which exists between Unit I and what will become Unit III of the Racquet Club at Camino Real, including, but not limited to, those tracts of land identified in Exhibit "E" as Tracts 3 and 6. Such conveyance shall be made to Lancaster Development Company or its assigns.

f. The approval of this Third Amendment to Declaration of Covenants, Conditions, and Restrictions by the requisite number of owners of homes in Units I and II. The execution of this document by Racquet Club at Camino Real Community Association, Inc. and the recording of this document shall signify that the Racquet Club at Camino Real Community Association, Inc. and its officers have received and approved the written adoption of this Third Amendment by the requisite number of owners of homes for which it serves as agent.

VOL 7100 PG 1447

IN WITNESS WHEREOF, we have agreed in writing this 23rd day of April, 1997, to the terms and provisions of these Amendments, with such Amendments to be effective only upon recording of these Amendments in the Official Public Records of Bexar County, Texas.

DECLARANT OF UNIT III:

LANCASTER DEVELOPMENT COMPANY

MIKE LANCASTER, PRESIDENT

THE STATE OF TEXAS
COUNTY OF BEXAR

This instrument was acknowledged before me on this 18th day of April, 1997, by MIKE LANCASTER, President of Lancaster Development Company, a Texas corporation, on behalf of said corporation.

JOLEEN MARIE LAMMONS
Notary Public, State of Texas
My Commission Expires 02-05-00

Joleen Marie Lammons JLSA
NOTARY PUBLIC, STATE OF TEXAS

THE RACQUET CLUB AT
CAMINO REAL COMMUNITY
ASSOCIATION, INC., AGENT FOR
THE FOLLOWING OWNERS OF HOMES
IN UNITS I AND II*

Richard W. Graham
RICHARD GRAHAM, PRESIDENT

ATTEST:

SECRETARY

THE STATE OF TEXAS
COUNTY OF BEXAR

This instrument was acknowledged before me on this 21st day of April, 1997, by RICHARD GRAHAM, President of The Racquet Club at Camino Real Community Association, Inc., a Texas corporation, on behalf of said corporation.

JOLEEN MARIE LAMMONS
Notary Public, State of Texas
My Commission Expires 02-05-00

Joleen Marie Lammons JLSA
NOTARY PUBLIC, STATE OF TEXAS

VOL 7100 PG 1448

*The owners of homes for whom the Association votes approval of these Amendments pursuant to written authorization are as follows:

OWNER OF LOT 1

MARION I. & HELEN E. RUNDELL
OWNER OF LOT 3

OWNER OF LOT 5

OWNER OF LOT 2

KEITH QUALLS
OWNER OF LOT 4

HERBERT & CACILIE BANNWOLF
OWNER OF LOT 6

GEORGE B. & EDWINA E. WHITEHEAD
OWNER OF LOT 7

ROBERT L. & EILEEN D. LUDIN
OWNER OF LOT 8

OWNER OF LOT 9

LINDA K. WILLETT
OWNER OF LOT 10

RUSSELL & SHIRLEY SUGGS
OWNER OF LOT 11

JANELLE BATTO
OWNER OF LOT 12

ANGEL CUEVA
OWNER OF LOT 13

PATSY SHOWS
OWNER OF LOT 14

GEORGE & BETTY BLEDSOE
OWNER OF LOT 15

OWNER OF LOT 16

WILLIAM T. HARRIS & SHERILL HARRIS
OWNER OF LOT 17

MARTIN & MARGARET GIFFEN
OWNER OF LOT 18

CHRISTOPHER J. BANNWOLF
OWNER OF LOT 19

CHARLES R. & DOROTHY WELLS
OWNER OF LOT 20

MAGDALENA GARZA
OWNER OF LOT 21

LINDA C. KEITH
OWNER OF LOT 22

OWNER OF LOT 23

OWNER OF LOT 24

OWNER OF LOT 25

HARLIN L. FENN JR.
& M. KAYE FENN
OWNER OF LOT 26

HARRY & MARY LYNN PIERCE
OWNER OF LOT 27

OWNER OF LOT 28

OWNER OF LOT 29

OWNER OF LOT 30

OWNER OF LOT 32

OWNER OF LOT 32

MARC & CINDY FORTSON
OWNER OF LOT 33

OWNER OF LOT 34

HIROKO O. VEYRAN
OWNER OF LOT 35

CAROLYN PRUETT
OWNER OF LOT 36

OWNER OF LOT 37

OWNER OF LOT 38

HOMER & SHIRLEY KOOP
OWNER OF LOT 39

KEITH & NATALIE SMITH
OWNER OF LOT 40

VOL 7100 PG 1494

EXHIBIT "B"

METES AND BOUNDS DESCRIPTION

BEXAR COUNTY, TEXAS

6.862 ACRE TRACT

BEING a 6.862 acre tract of land out of the following:
The S.M. Debie Survey No. 79, Abstract No. 841, County Block 4985, and also being out of a 20.7564 acre tract of land as recorded in Volume 2838, Page 674, and the Racquet Club of Camino Real P.U.D. Unit-1 as recorded in Volume 9503, Page 173 of the Deed and Plat Records of Bexar County, Texas.

Said 6.862 acre tract being more particularly described as follows:

BEGINNING AT:
A found 1/2" iron rod, said rod being in the southeast right-of-way line of Bitters Road and also being the most northerly corner of the Racquet Club of Camino Real P.U.D., Unit-1;

THENCE, N 28° 32' 51" E for a distance of 85.23 feet, Along the Southeast right-of-way line of Bitters Road, To a set 1/2" iron rod, said iron rod also being a point of curvature;

THENCE, a distance of 273.43 feet along the arc of a curve to the right, said curve having a radius of 918.72 feet along the southeast right-of-way line of Bitters Road, To a set 1/2" iron rod, said 1/2" iron rod also being the most westerly corner of a 104.1908 acre tract of land as recorded in Volume 2953, Page 458 of the Deed Records of Bexar County, Texas;

THENCE, S 44° 12' 44" E for a distance of 179.03 feet, Along the southwest boundary line of said 104.1908 acre tract, To a set 1/2" iron rod;

THENCE, S 39° 09' 34" E for a distance of 434.83 feet, Along the southwest boundary line of said 104.1908 acre tract, To a set 1/2" iron rod;

THENCE, S 44° 38' 57" E for a distance of 240.78 feet, Along the southwest boundary line of said 104.1908 acre tract, To a found 1/2" iron rod;

THENCE, S 18° 08' 10" E for a distance of 147.78 feet, Along the southwest boundary line of said 104.1908 acre tract, To a found 1/2" iron rod;

THENCE, S 33° 54' 31" W for a distance of 127.44 feet, Along the northwest boundary line of said 104.1908 acre tract, To a found 1/2" iron rod, said rod being a common corner of said 104.1908 acre tract, said 20.7564 acre tract and a 221.217 acre S.A.H.A. tract as recorded in Volume 7885, Page 179 of the Deed Records of Bexar County, Texas;

THENCE, N 89° 49' 28" W for a distance of 428.61 feet, Along the northeast boundary line of the Racquet Club of Camino Real P.U.D., Unit-2, To a found 1/2" iron rod;

THENCE, N 89° 33' 09" W for a distance of 65.17 feet,
To a set 1/2" iron rod;

THENCE, N 84° 26' 37" W for a distance of 151.62 feet,
To a set 1/2" iron rod;

THENCE, N 39° 14' 05" E for a distance of 46.50 feet,
To a set 1/2" iron rod;

THENCE, N 84° 14' 37" W for a distance of 48.46 feet,
To a set 1/2" iron rod;

THENCE, N 88° 11' 32" W for a distance of 49.85 feet,
To a set 1/2" iron rod;

THENCE, N 65° 00' 25" W for a distance of 70.82 feet,
To a set 1/2" iron rod;

THENCE, S 87° 00' 23" W for a distance of 44.55 feet,
To a set 1/2" iron rod, said rod being in the northeast boundary line of the Racquet Club of Camino Real P.U.D. Unit-1;

THENCE, N 00° 43' 37" W for a distance of 203.16 feet,
Along the northeast boundary line of the Racquet Club of Camino Real P.U.D. (Unit-1), To the POINT OF BEGINNING.

Said tract containing 6.862 acres (298,893 square feet) of land more or less.

NOTE:

THIS 6.862-ACRE PARCEL INCLUDES AN EASEMENT ON AN ADJACENT PARCEL OF LAND. SAID EASEMENT IS FOR UTILITY, VEHICULAR, AND PEDESTRIAN USE OVER, UNDER AND ACROSS LOT 30, AS PROVIDED BY VOLUME 4534, PAGE 631, REAL PROPERTY RECORDS OF BEXAR COUNTY TEXAS. SAID LOT 30 IS NOW DESCRIBED AS LOT 50 AS REFLECTED ON A PLAT RECORDED IN VOLUME 9521, PAGE 175, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

CERTIFICATION

THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND . THERE ARE NO ENCROACHMENTS, PROTRUSIONS OR IMPROVEMENTS OF THE REAL ESTATE EXCEPT AS SHOWN HEREON.

ROY E. ROSIN R.E. R.P.L.S.

25 FEB 2017

TRACT 4

[illegible] AND [illegible] DESCRIPTION

being 0.250 acres (10,236.00 Square Feet) of land out of the S.H. Dubie Survey No. 79, Abstract 841, County Block 4926, and also being out of a 20.756 acre tract of land as recorded in Volume 2826, Page 674, also part of the remaining portion of Lot 29 of the Racquet Club of Quaker Real, Unit 2, being more particularly described as follows;

BEGINNING at an iron rod found at the northernmost interior lot corner of Lot 35, Racquet Club of Quaker Real P.U.D., Unit 2, as recorded in Volume 9521, Page 179, said point also marks the end of a brick wall which runs approximately;

THENCE, along the north lines of Lots 34 and 35, N 89° 33' 00" W, 65.17 feet to an iron rod marking an interior corner of a 10.566 acre tract recorded in Volume 4656, Page 0616, said iron rod also marks the intersection of the east line of a 10 foot drainage easement and the north line of Lot 34 as recorded in said Racquet Club of Quaker Real P.U.D., Unit 2;

THENCE, along the eastern boundary of said 10.5760 acres and said easement;

N 04° 26' 27" E, 181.62 feet to an iron rod found,
N 39° 24' 20" E, 46.30 feet to an iron rod found,
N 04° 14' 27" W, 36.27 feet to an iron rod set, approximately 0.8 feet east of a brick wall,

THENCE, parallel to and approximately 0.5 feet east of said brick wall,

S 40° 07' 51" E, 79.76 feet to an iron rod set,
S 08° 11' 02" E, 151.93 feet to an iron rod set,
S 61° 27' 44" E, 26.12 feet to an iron rod at the end of said brick wall and also THE POINT OF BEGINNING.

BITTERS ROAD
RACQUET CLUB AREA

VOL 7100 PG 1456

EXHIBIT D

TRACT 5
METES AND BOUNDS DESCRIPTION

Being 0.055 acres (2421.42 Square Feet) of land which a recorded drainage easement of the Racquet Club of C... P.U.D., Unit 2, as recorded in Volume 9521, Page ... particularly described as follows:

BEGINNING at an iron rod found at the most southwesto... of said drainage easement, said point also lying on ... line of Lot 34;

THENCE, along the common west line of said drainage eas... the east line of Lot 59 said Racquet Club of Camino Rea... the following bearings and distances:

N 04° 26' 37" W, 134.78 feet to an iron rod found;
N 39° 24' 36" E, 46.52 feet to an iron rod found;
N 04° 14' 37" W, 42.48 feet to an iron rod found;
N 39° 51' 23" W, 11.39 feet to an iron rod set approximately 0.5 feet east of a brick wall;

THENCE, parallel to and approximately 0.5 feet east of wall, S 38° 42' 41" E, 26.05 feet to an iron rod set;

THENCE, along the eastern side of said drainage eas... following bearings and distances:

S 04° 14' 37" E, 36.33 feet to an iron rod found;
S 39° 24' 36" W, 46.50 feet to an iron rod found;
S 04° 26' 37" E, 151.62 feet to an iron rod found;

THENCE, N 89° 33' 00" W, 10.04 feet to THE POINT OF BEC...

VOL 7100 PG 1457

EXHIBIT D

TRACT 3
METES AND BOUNDS DESCRIPTION

Being 0.013 acres (570.15 Square Feet) of land partly out of Lot 59 of the Racquet Club of Casino Real, P.U.D., Unit 2, as recorded in Volume 9821, Page 179, more particularly described as follows:

BEGINNING at an iron rod found at the most southeasterly corner of a 2.50 acre tract described in Volume 4496, Page 0855;

THENCE, along the southeast side of said 2.50 acre tract, N 50° 19' 00" E, 12.77 feet to an iron rod set in the east line of a 10 foot drainage easement, Recorded in Volume 9821, Page 179;

THENCE, S 38° 51' 32" E, 43.82 feet along said easement line to an iron rod found;

THENCE, S 04° 14' 37" E, 13.31 feet along said easement line to an iron rod set, said iron rod lying approximately 0.5 feet east of a brick wall;

THENCE, parallel to and approximately 0.5 feet east of said brick wall, S 38° 43' 41" W, 83.55 feet to an iron rod set on the boundary of said 2.50 acre tract;

THENCE, along the boundary of said 2.50 acre tract, N 39° 14' 18" E, 1.56 feet to an iron rod found marking an interior corner of said 2.50 acre tract;

THENCE, along the boundary of said 2.50 acre tract, S 39° 50' 00" E, 30.78 feet to THE POINT OF BEGINNING.

VOL 7100 PG 1458

EXHIBIT E

TRACT 6
METES AND BOUNDS DESCRIPTION

Being 0.061 acres (697.09 Square Feet) of land, out of the S.W. Dubin Survey No. 79, Abstract 841, County Block 4985, Bexar County, Texas, and also being part of lot 60 of the Racquet Club of Camino Real P.U.D., Unit 1, as recorded in Volume 9002, Page 674, more particularly described as follows:

PROCEEDING from an iron rod found at the most northerly corner of said lot 60;

THENCE, along the northeasterly side of said lot 60, S 50° 45' 42" E, 1.50 feet to the northeasterly side of a 1.5 foot wide brick wall for the POINT OF BEGINNING

THENCE, along the northeasterly side of said lot 60, S 50° 45' 42" E, 98.42 feet to an iron rod found;

THENCE, N 82° 12' 26" W, 13.05 feet to the northeast side of brick wall;

THENCE, N 50° 20' 14" W, 13.27 feet along the northeast side of said brick wall to an angle point in wall;

THENCE, S 39° 44' 16" W, 11.31 feet along the northeast side of said brick wall to an angle point in wall;

THENCE, N 49° 40' 42" W, 16.80 feet along the northeast side of said brick wall to an angle point in wall;

THENCE, along the northeast side of said brick wall along a circular curve concave to the west 18.20 feet, said curve having the following parameters:

Radius 12.19 feet
Chord bearing N 01° 24' 49" E
Chord distance 16.58 feet

THENCE, N 49° 53' 15" W, 42.91 feet along the northeast side of said brick wall to an angle point in wall;

THENCE, along the northeast side of said brick wall along a circular curve concave to the east 6.36 feet, said curve having the following parameters:

Radius 3.88 feet
Chord bearing N 06° 22' 50" W
Chord distance 5.67 feet

to THE POINT OF BEGINNING

AGREEMENT LINE

VOL 7100 PG 1459

NO.	DATE	REVISIONS
1	3/7/97	ADDING TRACT 6

JOB NO. 327-001-001
DATE: OCTOBER 11, 1995
FILE: 9510-327\LEGS

SHEET NUMBER 1 OF 1

EXHIBIT E 327-001-000

PROXY STATEMENT

PROPERTY: WE/I OWN PROPERTY AT THE FOLLOWING ADDRESS: 6 Courtside Circle **, SAN ANTONIO, TEXAS AND ALSO KNOWN AS LOT(S)** 3 **, RACQUET CLUB AT CAMINO REAL, UNIT** 1 **, LYING AND BEING SITUATED IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS**

We are/I am the owner of the Property described above. We/I have received and reviewed a document entitled "Third Amendment to Declaration of Covenants, Conditions, and Restrictions For the Racquet Club at Camino Real." The Property contains a home, that is, a residence which is constructed on the Property.

ADOPT BY YOUR SIGNATURE ONE OF THE FOLLOWING ALTERNATIVES:

Alternative One:

We/I, MARION F. & HELEN F RUNDELL **APPROVE AND ADOPT the Third Amendment. We/I appoint The Racquet Club at Camino Real Community Association, Inc. as my agent and as my attorney-in-fact FOR THE SOLE PURPOSE OF SIGNING AND APPROVING THE "THIRD AMENDMENT" as my agent and attorney-in-fact. We/I understand that the "Third Amendment" will not become effective unless Lancaster Development Company acquires title to Unit III and that the "Third Amendment" will not become effective unless and until seventy-five percent (75%) of the owners of the homes in Units I and II approve and adopt the "Third Amendment."**

M J Rundell

Helen F. Rundell

(SIGNATURE OF OWNER(S))

DATE EXECUTED: 4/17/97

Alternative Two:

We/I, _____, DISAPPROVE the Third Amendment.

_____

(SIGNATURE OF OWNER(S))

DATE EXECUTED: _____

PLEASE RETURN THE EXECUTED PROXY BY MONDAY, APRIL 14, 1997, TO THE ASSOCIATION.

VOL 7100 PG 1460

PROXY STATEMENT

PROPERTY: WE/I OWN PROPERTY AT THE FOLLOWING ADDRESS: 8# Courtside Circle, SAN ANTONIO, TEXAS AND ALSO KNOWN AS LOT(S) 4, RACQUET CLUB AT CAMINO REAL, UNIT 1, LYING AND BEING SITUATED IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

We are/I am the owner of the Property described above. We/I have received and reviewed a document entitled "Third Amendment to Declaration of Covenants, Conditions, and Restrictions For the Racquet Club at Camino Real." The Property contains a home, that is, a residence which is constructed on the Property.

ADOPT BY YOUR SIGNATURE ONE OF THE FOLLOWING ALTERNATIVES:

Alternative One:

We/I, Keith Qualls, APPROVE AND ADOPT the Third Amendment. We/I appoint The Racquet Club at Camino Real Community Association, Inc. as my agent and as my attorney-in-fact FOR THE SOLE PURPOSE OF SIGNING AND APPROVING THE "THIRD AMENDMENT" as my agent and attorney-in-fact. We/I understand that the "Third Amendment" will not become effective unless Lancaster Development Company acquires title to Unit III and that the "Third Amendment" will not become effective unless and until seventy-five percent (75%) of the owners of the homes in Units I and II approve and adopt the "Third Amendment."

SIGN HERE → X _____

_____

(SIGNATURE OF OWNER(S))

DATE EXECUTED: 4/17/97

Alternative Two:

We/I, _____, DISAPPROVE the Third Amendment.

_____

(SIGNATURE OF OWNER(S))

DATE EXECUTED: _____

PLEASE RETURN THE EXECUTED PROXY BY MONDAY, APRIL 14, 1997, TO THE ASSOCIATION.

Call 494-2549 [redacted]" for pick-up.

VOL 7100 PG 1461

TRACT 1
METES AND BOUNDS DESCRIPTION

Being 0.053 acres (2312.55 Square Feet) of land, out of a 2.50 acre tract out of the S.H. Dubie Survey No. 79, Abstract 641, County Block 4985, Bexar County, Texas, said 2.50 acres described in Volume 4496, Page 0688, and also part of Lot 59 of the Racquet Club of Camino Real P.U.D., Unit 2, as recorded in Volume 9531, Page 179, more particularly described as follows:

PROCEEDING from an iron rod found at the most southeasterly corner of said 2.50 acre tract;

THENCE, Along the southwest side of said 2.50 acre tract, N 50° 45' 42" W, 13.32 feet to an iron rod set approximately 0.5 feet north of a brick wall for the POINT OF BEGINNING;

THENCE, Along the southwest side of said 2.50 acre tract, N 50° 45' 42" W, 171.88 feet to an iron rod set approximately 0.5 feet northeast of a metal fence;

THENCE parallel to and approximately 0.5 feet northeast of said metal fence,

S 62° 12' 26" E, 7.50 feet to an iron rod set,
S 49° 29' 25" E, 62.22 feet to an iron rod set,
S 69° 44' 21" E, 100.47 feet to an iron rod set,

THENCE, parallel to and approximately 0.5 feet northwest of a brick wall, S 39° 37' 58" W, 38.13 feet to THE POINT OF BEGINNING.

7/100 PG 146

EXHIBIT D

PROXY STATEMENT

PROPERTY: WE/I OWN PROPERTY AT THE FOLLOWING ADDRESS: 12 Courtside Circle **, SAN ANTONIO, TEXAS AND ALSO KNOWN AS LOT(S)** 16 **, RACQUET CLUB AT CAMINO REAL, UNIT** 1 **, LYING AND BEING SITUATED IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS**

We are/I am the owner of the Property described above. We/I have received and reviewed a document entitled "Third Amendment to Declaration of Covenants, Conditions, and Restrictions For the Racquet Club at Camino Real." The Property contains a home, that is, a residence which is constructed on the Property.

ADOPT BY YOUR SIGNATURE ONE OF THE FOLLOWING ALTERNATIVES:

Alternative One:

We/I, Herbert & Cecilie Bandwolf, **APPROVE AND ADOPT the Third Amendment. We/I appoint The Racquet Club at Camino Real Community Association, Inc. as my agent and as my attorney-in-fact FOR THE SOLE PURPOSE OF SIGNING AND APPROVING THE "THIRD AMENDMENT" as my agent and attorney-in-fact. We/I understand that the "Third Amendment" will not become effective unless Lancaster Development Company acquires title to Unit III and that the "Third Amendment" will not become effective unless and until seventy-five percent (75%) of the owners of the homes in Units I and II approve and adopt the "Third Amendment."**

Herbert F. Bandwolf

Cecilie L. Bandwolf

(SIGNATURE OF OWNER(S))

DATE EXECUTED: 4-17-97

Alternative Two:

We/I, _____, DISAPPROVE the Third Amendment.

(SIGNATURE OF OWNER(S))

DATE EXECUTED: _____

PLEASE RETURN THE EXECUTED PROXY BY MONDAY, APRIL 14, 1997, TO THE ASSOCIATION.

97100 PG 1463 VOL 10A

PROXY STATEMENT

PROPERTY: WE/I OWN PROPERTY AT THE FOLLOWING ADDRESS: 16 Courtside Circle, SAN ANTONIO, TEXAS AND ALSO KNOWN AS LOT(S) 8, RACQUET CLUB AT CAMINO REAL, UNIT 1, LYING AND BEING SITUATED IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

We are~~/I am~~ the owner of the Property described above. We~~/I~~ have received and reviewed a document entitled "Third Amendment to Declaration of Covenants, Conditions, and Restrictions For the Racquet Club at Camino Real." The Property contains a home, that is, a residence which is constructed on the Property.

ADOPT BY YOUR SIGNATURE ONE OF THE FOLLOWING ALTERNATIVES:

Alternative One:

We/I Robert L. & Eileen D. Lundin, **APPROVE AND ADOPT the Third Amendment. We~~/I~~ appoint The Racquet Club at Camino Real Community Association, Inc. as my agent and as my attorney-in-fact FOR THE SOLE PURPOSE OF SIGNING AND APPROVING THE "THIRD AMENDMENT" as my agent and attorney-in-fact. We~~/I~~ understand that the "Third Amendment" will not become effective unless Lancaster Development Company acquires title to Unit III and that the "Third Amendment" will not become effective unless and until seventy-five percent (75%) of the owners of the homes in Units I and II approve and adopt the "Third Amendment."**

Robert L. Lundin

Eileen D. Lundin

(SIGNATURE OF OWNER(S))

DATE EXECUTED: April 11, 1997

Alternative Two:

We/I, _____, DISAPPROVE the Third Amendment.

_____

(SIGNATURE OF OWNER(S))

DATE EXECUTED: _____

PLEASE RETURN THE EXECUTED PROXY BY MONDAY, APRIL 14, 1997, TO THE ASSOCIATION.

VOL 7100 PG 1465

PROXY STATEMENT

PROPERTY: WE/I OWN PROPERTY AT THE FOLLOWING ADDRESS: 30 Courtside Circle, SAN ANTONIO, TEXAS AND ALSO KNOWN AS LOT(S) 15, RACQUET CLUB AT CAMINO REAL, UNIT 1, LYING AND BEING SITUATED IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

We are/I am the owner of the Property described above. We/I have received and reviewed a document entitled "Third Amendment to Declaration of Covenants, Conditions, and Restrictions For the Racquet Club at Camino Real." The Property contains a home, that is, a residence which is constructed on the Property.

ADOPT BY YOUR SIGNATURE ONE OF THE FOLLOWING ALTERNATIVES:

Alternative One:

We/I, George and Betty Bledsoe, APPROVE AND ADOPT the Third Amendment. We/I appoint The Racquet Club at Camino Real Community Association, Inc. as my agent and as my attorney-in-fact FOR THE SOLE PURPOSE OF SIGNING AND APPROVING THE "THIRD AMENDMENT" as my agent and attorney-in-fact. We/I understand that the "Third Amendment" will not become effective unless Lancaster Development Company acquires title to Unit III and that the "Third Amendment" will not become effective unless and until seventy-five percent (75%) of the owners of the homes in Units I and II approve and adopt the "Third Amendment."

George Bledsoe

Betty Bledsoe

(SIGNATURE OF OWNER(S))

DATE EXECUTED: 4-14-97

Alternative Two:

We/I, _____, DISAPPROVE the Third Amendment.

_____

(SIGNATURE OF OWNER(S))

DATE EXECUTED: _____

PLEASE RETURN THE EXECUTED PROXY BY MONDAY, APRIL 14, 1997, TO THE ASSOCIATION.

VOL 7100 PG 1471

PROXY STATEMENT

PROPERTY: WE/I OWN PROPERTY AT THE FOLLOWING ADDRESS: 34 Courtside Circle, SAN ANTONIO, TEXAS AND ALSO KNOWN AS LOT(S) 17, RACQUET CLUB AT CAMINO REAL, UNIT 1, LYING AND BEING SITUATED IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

We are/I am the owner of the Property described above. We/I have received and reviewed a document entitled "Third Amendment to Declaration of Covenants, Conditions, and Restrictions For the Racquet Club at Camino Real." The Property contains a home, that is, a residence which is constructed on the Property.

ADOPT BY YOUR SIGNATURE ONE OF THE FOLLOWING ALTERNATIVES:

Alternative One:

We/I, WILLIAM T. HARRIS & SHERILL HARRIS, APPROVE AND ADOPT the Third Amendment. We/I appoint The Racquet Club at Camino Real Community Association, Inc. as my agent and as my attorney-in-fact FOR THE SOLE PURPOSE OF SIGNING AND APPROVING THE "THIRD AMENDMENT" as my agent and attorney-in-fact. We/I understand that the "Third Amendment" will not become effective unless Lancaster Development Company acquires title to Unit III and that the "Third Amendment" will not become effective unless and until seventy-five percent (75%) of the owners of the homes in Units I and II approve and adopt the "Third Amendment."

Wm T Harris
Sherill Harris
(SIGNATURE OF OWNER(S))

DATE EXECUTED: 4-11-97

Alternative Two:

We/I, _____, DISAPPROVE the Third Amendment.

(SIGNATURE OF OWNER(S))

DATE EXECUTED: _____

PLEASE RETURN THE EXECUTED PROXY BY MONDAY, APRIL 14, 1997, TO THE ASSOCIATION.

VOL 7100 PG 1472

PROXY STATEMENT

PROPERTY: WE/I OWN PROPERTY AT THE FOLLOWING ADDRESS: 36 Courtside Circle, SAN ANTONIO, TEXAS AND ALSO KNOWN AS LOT(S) 18, RACQUET CLUB AT CAMINO REAL, UNIT 1, LYING AND BEING SITUATED IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

We are/I am the owner of the Property described above. We/I have received and reviewed a document entitled "Third Amendment to Declaration of Covenants, Conditions, and Restrictions For the Racquet Club at Camino Real." The Property contains a home, that is, a residence which is constructed on the Property.

ADOPT BY YOUR SIGNATURE ONE OF THE FOLLOWING ALTERNATIVES:

Alternative One:

We/I, Martin + Margaret Griffen APPROVE AND ADOPT the Third Amendment. We/I appoint The Racquet Club at Camino Real Community Association, Inc. as my agent and as my attorney-in-fact FOR THE SOLE PURPOSE OF SIGNING AND APPROVING THE "THIRD AMENDMENT" as my agent and attorney-in-fact. We/I understand that the "Third Amendment" will not become effective unless Lancaster Development Company acquires title to Unit III and that the "Third Amendment" will not become effective unless and until seventy-five percent (75%) of the owners of the homes in Units I and II approve and adopt the "Third Amendment."

Martin Griffen

Margaret Griffen

(SIGNATURE OF OWNER(S))

DATE EXECUTED: 10 April 97

Alternative Two:

We/I, _____, DISAPPROVE the Third Amendment.

_____

(SIGNATURE OF OWNER(S))

DATE EXECUTED: _____

PLEASE RETURN THE EXECUTED PROXY BY MONDAY, APRIL 14, 1997, TO THE ASSOCIATION.

VOL 7100 PG 1473

PROXY STATEMENT

PROPERTY: WE/I OWN PROPERTY AT THE FOLLOWING ADDRESS: 25 Courtside Circle, SAN ANTONIO, TEXAS AND ALSO KNOWN AS LOT(S) 19, RACQUET CLUB AT CAMINO REAL, UNIT 1, LYING AND BEING SITUATED IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

We are/I am the owner of the Property described above. We/I have received and reviewed a document entitled "Third Amendment to Declaration of Covenants, Conditions, and Restrictions For the Racquet Club at Camino Real." The Property contains a home, that is, a residence which is constructed on the Property.

ADOPT BY YOUR SIGNATURE ONE OF THE FOLLOWING ALTERNATIVES:

Alternative One:

We/I, Christopher J. Bannwolf, **APPROVE AND ADOPT the Third Amendment. We/I appoint The Racquet Club at Camino Real Community Association, Inc. as my agent and as my attorney-in-fact FOR THE SOLE PURPOSE OF SIGNING AND APPROVING THE "THIRD AMENDMENT" as my agent and attorney-in-fact. We/I understand that the "Third Amendment" will not become effective unless Lancaster Development Company acquires title to Unit III and that the "Third Amendment" will not become effective unless and until seventy-five percent (75%) of the owners of the homes in Units I and II approve and adopt the "Third Amendment."**

Christopher J. Bannwolf

(SIGNATURE OF OWNER(S))

DATE EXECUTED: 4-10-97

Alternative Two:

We/I, _____, **DISAPPROVE the Third Amendment.**

(SIGNATURE OF OWNER(S))

DATE EXECUTED: _____

PLEASE RETURN THE EXECUTED PROXY BY MONDAY, APRIL 14, 1997, TO THE ASSOCIATION.

VOL 7100 PG 1474

PROXY STATEMENT

PROPERTY: WE/I OWN PROPERTY AT THE FOLLOWING ADDRESS: 23 Courtside Circle **, SAN ANTONIO, TEXAS AND ALSO KNOWN AS LOT(S)** 20 **, RACQUET CLUB AT CAMINO REAL, UNIT** 1 **, LYING AND BEING SITUATED IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS**

We are/I am the owner of the Property described above. We/I have received and reviewed a document entitled "Third Amendment to Declaration of Covenants, Conditions, and Restrictions For the Racquet Club at Camino Real." The Property contains a home, that is, a residence which is constructed on the Property.

ADOPT BY YOUR SIGNATURE ONE OF THE FOLLOWING ALTERNATIVES:

Alternative One:

We/I, Charles R. & Dorothy Wells **, APPROVE AND ADOPT the Third Amendment. We/I appoint The Racquet Club at Camino Real Community Association, Inc. as my agent and as my attorney-in-fact FOR THE SOLE PURPOSE OF SIGNING AND APPROVING THE "THIRD AMENDMENT" as my agent and attorney-in-fact. We/I understand that the "Third Amendment" will not become effective unless Lancaster Development Company acquires title to Unit III and that the "Third Amendment" will not become effective unless and until seventy-five percent (75%) of the owners of the homes in Units I and II approve and adopt the "Third Amendment."**

Charles R. Wells

Dorothy Wells

(SIGNATURE OF OWNER(S))

DATE EXECUTED: 4/13/97

Alternative Two:

We/I, _____, DISAPPROVE the Third Amendment.

(SIGNATURE OF OWNER(S))

DATE EXECUTED: _____

PLEASE RETURN THE EXECUTED PROXY BY MONDAY, APRIL 14, 1997, TO THE ASSOCIATION.

VOL 7100 PG 1475

PROXY STATEMENT

PROPERTY: WE/I OWN PROPERTY AT THE FOLLOWING ADDRESS: 21 COURTSIDE CIRCLE, SAN ANTONIO, TEXAS AND ALSO KNOWN AS LOT(S) 21, RACQUET CLUB AT CAMINO REAL, UNIT 1, LYING AND BEING SITUATED IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

We are/I am the owner of the Property described above. We/I have received and reviewed a document entitled "Third Amendment to Declaration of Covenants, Conditions, and Restrictions For the Racquet Club at Camino Real." The Property contains a home, that is, a residence which is constructed on the Property.

ADOPT BY YOUR SIGNATURE ONE OF THE FOLLOWING ALTERNATIVES:

Alternative One:

We/I, MAGDALENA GARZA, APPROVE AND ADOPT the Third Amendment. We/I appoint The Racquet Club at Camino Real Community Association, Inc. as my agent and as my attorney-in-fact FOR THE SOLE PURPOSE OF SIGNING AND APPROVING THE "THIRD AMENDMENT" as my agent and attorney-in-fact. We/I understand that the "Third Amendment" will not become effective unless Lancaster Development Company acquires title to Unit III and that the "Third Amendment" will not become effective unless and until seventy-five percent (75%) of the owners of the homes in Units I and II approve and adopt the "Third Amendment."

/Magdalena Garza

(SIGNATURE OF OWNER(S))

DATE EXECUTED: 18 APRIL 97

Alternative Two:

We/I, _____, DISAPPROVE the Third Amendment.

(SIGNATURE OF OWNER(S))

DATE EXECUTED: _____

PLEASE RETURN THE EXECUTED PROXY BY MONDAY, APRIL 14, 1997, TO THE ASSOCIATION.

EXHIBIT "C"

VOL 7100 PG 1476

TRACT 1
METES AND BOUNDS DESCRIPTION

Being 0.053 acres (2312.55 Square Feet) of land, out of a 2.50 acre tract out of the S.H. Dubie Survey No. 79, Abstract 841, County Block 4985, Bexar County, Texas, said 2.50 acres described in Volume 4496, Page 0655, and also part of Lot 30 of the Racquet Club of Casino Real P.U.D., Unit 2, as recorded in Volume 9521, Page 179, more particularly described as follows:

PROCEEDING from an iron rod found at the most southeasterly corner of said 2.50 acre tract;

THENCE, along the southeast side of said 2.50 acre tract, N 50° 45' 42" W, 13.22 feet to an iron rod set approximately 0.5 feet north of a brick wall for the POINT OF BEGINNING;

THENCE, along the southeast side of said 2.50 acre tract, N 50° 45' 42" W, 171.88 feet to an iron rod set approximately 0.5 feet northeast of a metal fence;

THENCE parallel to and approximately 0.5 feet northeast of said metal fence,

S 82° 12' 26" E, 7.50 feet to an iron rod set,
S 49° 29' 25" E, 62.22 feet to an iron rod set,
S 49° 44' 31" E, 109.47 feet to an iron rod set,

THENCE, parallel to and approximately 0.5 feet northeast of a brick wall, S 39° 37' 58" W, 38.13 feet to THE POINT OF BEGINNING.

EXHIBIT D

VOL 7110 PG 1477

PROXY STATEMENT

PROPERTY: WE/I OWN PROPERTY AT THE FOLLOWING ADDRESS: 19 Courtside Circle, SAN ANTONIO, TEXAS AND ALSO KNOWN AS LOT(S) 22, RACQUET CLUB AT CAMINO REAL, UNIT 1, LYING AND BEING SITUATED IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

We are/I am the owner of the Property described above. We/I have received and reviewed a document entitled "Third Amendment to Declaration of Covenants, Conditions, and Restrictions For the Racquet Club at Camino Real." The Property contains a home, that is, a residence which is constructed on the Property.

ADOPT BY YOUR SIGNATURE ONE OF THE FOLLOWING ALTERNATIVES:

Alternative One:

We/I, Linda C. Keith, **APPROVE AND ADOPT the Third Amendment. We/I appoint The Racquet Club at Camino Real Community Association, Inc. as my agent and as my attorney-in-fact FOR THE SOLE PURPOSE OF SIGNING AND APPROVING THE "THIRD AMENDMENT" as my agent and attorney-in-fact. We/I understand that the "Third Amendment" will not become effective unless Lancaster Development Company acquires title to Unit III and that the "Third Amendment" will not become effective unless and until seventy-five percent (75%) of the owners of the homes in Units I and II approve and adopt the "Third Amendment."**

Linda C. Keith
(SIGNATURE OF OWNER(S))

DATE EXECUTED: 4/18/97

Alternative Two:

We/I, _____, DISAPPROVE the Third Amendment.

(SIGNATURE OF OWNER(S))

DATE EXECUTED: _____

PLEASE RETURN THE EXECUTED PROXY BY MONDAY, APRIL 14, 1997, TO THE ASSOCIATION.

VOL 7100 PG 1478

PROXY STATEMENT

PROPERTY: WE/I OWN PROPERTY AT THE FOLLOWING ADDRESS: 60 Courtside Circle, SAN ANTONIO, TEXAS AND ALSO KNOWN AS LOT(S) 40, RACQUET CLUB AT CAMINO REAL, UNIT 1, LYING AND BEING SITUATED IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

We are/I am the owner of the Property described above. We/I have received and reviewed a document entitled "Third Amendment to Declaration of Covenants, Conditions, and Restrictions For the Racquet Club at Camino Real." The Property contains a home, that is, a residence which is constructed on the Property.

ADOPT BY YOUR SIGNATURE ONE OF THE FOLLOWING ALTERNATIVES:

Alternative One:

We/I, Keith & Natalie Smith, APPROVE AND ADOPT the Third Amendment. We/I appoint The Racquet Club at Camino Real Community Association, Inc. as my agent and as my attorney-in-fact FOR THE SOLE PURPOSE OF SIGNING AND APPROVING THE "THIRD AMENDMENT" as my agent and attorney-in-fact. We/I understand that the "Third Amendment" will not become effective unless Lancaster Development Company acquires title to Unit III and that the "Third Amendment" will not become effective unless and until seventy-five percent (75%) of the owners of the homes in Units I and II approve and adopt the "Third Amendment."

Keith Smith

Natalie N. Smith

(SIGNATURE OF OWNER(S))

DATE EXECUTED: 4/10/97

Alternative Two:

We/I, _____, DISAPPROVE the Third Amendment.

_____

(SIGNATURE OF OWNER(S))

DATE EXECUTED: _____

PLEASE RETURN THE EXECUTED PROXY BY MONDAY, APRIL 14, 1997, TO THE ASSOCIATION.

VOL 7100 PG 1485

PROXY STATEMENT

PROPERTY: WE/I OWN PROPERTY AT THE FOLLOWING ADDRESS: 58 Courtside Circle, SAN ANTONIO, TEXAS AND ALSO KNOWN AS LOT(S) 41, RACQUET CLUB AT CAMINO REAL, UNIT 2, LYING AND BEING SITUATED IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

We are/I am the owner of the Property described above. We/I have received and reviewed a document entitled "Third Amendment to Declaration of Covenants, Conditions, and Restrictions For the Racquet Club at Camino Real." The Property contains a home, that is, a residence which is constructed on the Property.

ADOPT BY YOUR SIGNATURE ONE OF THE FOLLOWING ALTERNATIVES:

Alternative One:

We/I, DON CRAIGHEAD, APPROVE AND ADOPT the Third Amendment. We/I appoint The Racquet Club at Camino Real Community Association, Inc. as my agent and as my attorney-in-fact FOR THE SOLE PURPOSE OF SIGNING AND APPROVING THE "THIRD AMENDMENT" as my agent and attorney-in-fact. We/I understand that the "Third Amendment" will not become effective unless Lancaster Development Company acquires title to Unit III and that the "Third Amendment" will not become effective unless and until seventy-five percent (75%) of the owners of the homes in Units I and II approve and adopt the "Third Amendment."

Donald E Craighead
(SIGNATURE OF OWNER(S))

DATE EXECUTED: 4/12/97

Alternative Two:

We/I, _____, DISAPPROVE the Third Amendment.

(SIGNATURE OF OWNER(S))

DATE EXECUTED: _____

PLEASE RETURN THE EXECUTED PROXY BY MONDAY, APRIL 14, 1997, TO THE ASSOCIATION.

VOL 7100 PG 1486

PROXY STATEMENT

PROPERTY: WE/I OWN PROPERTY AT THE FOLLOWING ADDRESS: 516 Courtside Circle **, SAN ANTONIO, TEXAS AND ALSO KNOWN AS LOT(S)** 42 **, RACQUET CLUB AT CAMINO REAL, UNIT** 2 **, LYING AND BEING SITUATED IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS**

We are/I am the owner of the Property described above. We/I have received and reviewed a document entitled "Third Amendment to Declaration of Covenants, Conditions, and Restrictions For the Racquet Club at Camino Real." The Property contains a home, that is, a residence which is constructed on the Property.

ADOPT BY YOUR SIGNATURE ONE OF THE FOLLOWING ALTERNATIVES:

Alternative One:

We/I, EDWARD A. & WILADENE M. WILLMING **APPROVE AND ADOPT the Third Amendment. We/I appoint The Racquet Club at Camino Real Community Association, Inc. as my agent and as my attorney-in-fact FOR THE SOLE PURPOSE OF SIGNING AND APPROVING THE "THIRD AMENDMENT" as my agent and attorney-in-fact. We/I understand that the "Third Amendment" will not become effective unless Lancaster Development Company acquires title to Unit III and that the "Third Amendment" will not become effective unless and until seventy-five percent (75%) of the owners of the homes in Units I and II approve and adopt the "Third Amendment."**

Edward A. Willming

Wiladene M. Willming

(SIGNATURE OF OWNER(S))

DATE EXECUTED: 04/11/97

Alternative Two:

We/I, _____, DISAPPROVE the Third Amendment.

_____

(SIGNATURE OF OWNER(S))

DATE EXECUTED: _____

PLEASE RETURN THE EXECUTED PROXY BY MONDAY, APRIL 14, 1997, TO THE ASSOCIATION.

VOL 7100 PG 1487

PROXY STATEMENT

PROPERTY: WE/I OWN PROPERTY AT THE FOLLOWING ADDRESS: 54 Courtside Circle **, SAN ANTONIO, TEXAS AND ALSO KNOWN AS LOT(S)** 43 **, RACQUET CLUB AT CAMINO REAL, UNIT** 2 **, LYING AND BEING SITUATED IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS**

We are/I am the owner of the Property described above. We/I have received and reviewed a document entitled "Third Amendment to Declaration of Covenants, Conditions, and Restrictions For the Racquet Club at Camino Real." The Property contains a home, that is, a residence which is constructed on the Property.

ADOPT BY YOUR SIGNATURE ONE OF THE FOLLOWING ALTERNATIVES:

Alternative One:

We/I, Richard W. & Geraldine H. Graham
APPROVE AND ADOPT the Third Amendment. We/I appoint The Racquet Club at Camino Real Community Association, Inc. as my agent and as my attorney-in-fact FOR THE SOLE PURPOSE OF SIGNING AND APPROVING THE "THIRD AMENDMENT" as my agent and attorney-in-fact. We/I understand that the "Third Amendment" will not become effective unless Lancaster Development Company acquires title to Unit III and that the "Third Amendment" will not become effective unless and until seventy-five percent (75%) of the owners of the homes in Units I and II approve and adopt the "Third Amendment."

Richard W. Graham
Geraldine H Graham
(SIGNATURE OF OWNER(S))

DATE EXECUTED: 11 April 1997

Alternative Two:

We/I, _____,
DISAPPROVE the Third Amendment.

_____
(SIGNATURE OF OWNER(S))

DATE EXECUTED: _____

PLEASE RETURN THE EXECUTED PROXY BY MONDAY, APRIL 14, 1997, TO THE ASSOCIATION.

VOL 7100 PG 1488

PROXY STATEMENT

PROPERTY: WE/I OWN PROPERTY AT THE FOLLOWING ADDRESS: 52 Courtsi'al Circle **, SAN ANTONIO, TEXAS AND ALSO KNOWN AS LOT(S)** 44 **, RACQUET CLUB AT CAMINO REAL, UNIT** 2 **, LYING AND BEING SITUATED IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS**

We are/I am the owner of the Property described above. We/I have received and reviewed a document entitled "Third Amendment to Declaration of Covenants, Conditions, and Restrictions For the Racquet Club at Camino Real." The Property contains a home, that is, a residence which is constructed on the Property.

ADOPT BY YOUR SIGNATURE ONE OF THE FOLLOWING ALTERNATIVES:

Alternative One:

We/I, Beryl Reams **, APPROVE AND ADOPT the Third Amendment. We/I appoint The Racquet Club at Camino Real Community Association, Inc. as my agent and as my attorney-in-fact FOR THE SOLE PURPOSE OF SIGNING AND APPROVING THE "THIRD AMENDMENT" as my agent and attorney-in-fact. We/I understand that the "Third Amendment" will not become effective unless Lancaster Development Company acquires title to Unit III and that the "Third Amendment" will not become effective unless and until seventy-five percent (75%) of the owners of the homes in Units I and II approve and adopt the "Third Amendment."**

Beryl Reams

(SIGNATURE OF OWNER(S))

DATE EXECUTED: 04-14-97

Alternative Two:

We/I, _____, DISAPPROVE the Third Amendment.

(SIGNATURE OF OWNER(S))

DATE EXECUTED: _____

PLEASE RETURN THE EXECUTED PROXY BY MONDAY, APRIL 14, 1997, TO THE ASSOCIATION.

VOL 7104 PG 1489

PROXY STATEMENT

PROPERTY: WE/I OWN PROPERTY AT THE FOLLOWING ADDRESS: 50 Courtside Circle **, SAN ANTONIO, TEXAS AND ALSO KNOWN AS LOT(S)** 45 **, RACQUET CLUB AT CAMINO REAL, UNIT** 2 **, LYING AND BEING SITUATED IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS**

We are/I am the owner of the Property described above. We/I have received and reviewed a document entitled "Third Amendment to Declaration of Covenants, Conditions, and Restrictions For the Racquet Club at Camino Real." The Property contains a home, that is, a residence which is constructed on the Property.

ADOPT BY YOUR SIGNATURE ONE OF THE FOLLOWING ALTERNATIVES:

Alternative One:

We/I, DON CRAIGHEAD **, APPROVE AND ADOPT the Third Amendment. We/I appoint The Racquet Club at Camino Real Community Association, Inc. as my agent and as my attorney-in-fact FOR THE SOLE PURPOSE OF SIGNING AND APPROVING THE "THIRD AMENDMENT" as my agent and attorney-in-fact. We/I understand that the "Third Amendment" will not become effective unless Lancaster Development Company acquires title to Unit III and that the "Third Amendment" will not become effective unless and until seventy-five percent (75%) of the owners of the homes in Units I and II approve and adopt the "Third Amendment."**

Howard M Craighead
(SIGNATURE OF OWNER(S))

DATE EXECUTED: 4/12/97

Alternative Two:

We/I, _____, DISAPPROVE the Third Amendment.

(SIGNATURE OF OWNER(S))

DATE EXECUTED: _____

PLEASE RETURN THE EXECUTED PROXY BY MONDAY, APRIL 14, 1997, TO THE ASSOCIATION.

97100 PG 1490

PROXY STATEMENT

PROPERTY: WE/I OWN PROPERTY AT THE FOLLOWING ADDRESS: 44 Courtside Circle, SAN ANTONIO, TEXAS AND ALSO KNOWN AS LOT(S) 48, RACQUET CLUB AT CAMINO REAL, UNIT 2, LYING AND BEING SITUATED IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

We are/I am the owner of the Property described above. We/I have received and reviewed a document entitled "Third Amendment to Declaration of Covenants, Conditions, and Restrictions For the Racquet Club at Camino Real." The Property contains a home, that is, a residence which is constructed on the Property.

ADOPT BY YOUR SIGNATURE ONE OF THE FOLLOWING ALTERNATIVES:

Alternative One:

We/I, Randall R. Kelley & Stephanie L. Watson-Kelley, APPROVE AND ADOPT the Third Amendment. We/I appoint The Racquet Club at Camino Real Community Association, Inc. as my agent and as my attorney-in-fact FOR THE SOLE PURPOSE OF SIGNING AND APPROVING THE "THIRD AMENDMENT" as my agent and attorney-in-fact. We/I understand that the "Third Amendment" will not become effective unless Lancaster Development Company acquires title to Unit III and that the "Third Amendment" will not become effective unless and until seventy-five percent (75%) of the owners of the homes in Units I and II approve and adopt the "Third Amendment."

Randall R. Kelley

Stephanie L Watson-Kelley

(SIGNATURE OF OWNER(S))

DATE EXECUTED: 19 Apr 97

Alternative Two:

We/I, _____, DISAPPROVE the Third Amendment.

_____

(SIGNATURE OF OWNER(S))

DATE EXECUTED: _____

~~PLEASE RETURN THE EXECUTED PROXY BY MONDAY, APRIL 14, 1997, TO THE~~ ASSOCIATION.

EXHIBIT "C"

7100 PG 1491

PROXY STATEMENT

PROPERTY: WE/I OWN PROPERTY AT THE FOLLOWING ADDRESS: 63 Courtside Circle **, SAN ANTONIO, TEXAS AND ALSO KNOWN AS LOT(S)** 53 **, RACQUET CLUB AT CAMINO REAL, UNIT** 2 **, LYING AND BEING SITUATED IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS**

We are/I am the owner of the Property described above. We/I have received and reviewed a document entitled "Third Amendment to Declaration of Covenants, Conditions, and Restrictions For the Racquet Club at Camino Real." The Property contains a home, that is, a residence which is constructed on the Property.

ADOPT BY YOUR SIGNATURE ONE OF THE FOLLOWING ALTERNATIVES:

Alternative One:

We/I, William D Hockersmith & Amela K Hockersmith
APPROVE AND ADOPT the Third Amendment. We/I appoint The Racquet Club at Camino Real Community Association, Inc. as my agent and as my attorney-in-fact FOR THE SOLE PURPOSE OF SIGNING AND APPROVING THE "THIRD AMENDMENT" as my agent and attorney-in-fact. We/I understand that the "Third Amendment" will not become effective unless Lancaster Development Company acquires title to Unit III and that the "Third Amendment" will not become effective unless and until seventy-five percent (75%) of the owners of the homes in Units I and II approve and adopt the "Third Amendment."

Wm D Hockersmith
Pam Hockersmith
(SIGNATURE OF OWNER(S))

DATE EXECUTED: 4-11-97

Alternative Two:

We/I, _____,
DISAPPROVE the Third Amendment.

_____
(SIGNATURE OF OWNER(S))

DATE EXECUTED: 4-11-97

PLEASE RETURN THE EXECUTED PROXY BY MONDAY, APRIL 14, 1997, TO THE ASSOCIATION.

VOL 7100 PG 1496

PROXY STATEMENT

PROPERTY: WE/I OWN PROPERTY AT THE FOLLOWING ADDRESS: 47 Courtside Circle **, SAN ANTONIO, TEXAS AND ALSO KNOWN AS LOT(S)** 56 **, RACQUET CLUB AT CAMINO REAL, UNIT** 2 **, LYING AND BEING SITUATED IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS**

We are/I am the owner of the Property described above. We/I have received and reviewed a document entitled "Third Amendment to Declaration of Covenants, Conditions, and Restrictions For the Racquet Club at Camino Real." The Property contains a home, that is, a residence which is constructed on the Property.

ADOPT BY YOUR SIGNATURE ONE OF THE FOLLOWING ALTERNATIVES:

Alternative One:

We/I, J. David Cuffe & Judith Cuffe **APPROVE AND ADOPT the Third Amendment. We/I appoint The Racquet Club at Camino Real Community Association, Inc. as my agent and as my attorney-in-fact FOR THE SOLE PURPOSE OF SIGNING AND APPROVING THE "THIRD AMENDMENT" as my agent and attorney-in-fact. We/I understand that the "Third Amendment" will not become effective unless Lancaster Development Company acquires title to Unit III and that the "Third Amendment" will not become effective unless and until seventy-five percent (75%) of the owners of the homes in Units I and II approve and adopt the "Third Amendment."**

J. David Cuffe

Judith Cuffe

(SIGNATURE OF OWNER(S))

DATE EXECUTED: 4/10/97

Alternative Two:

We/I, _____, DISAPPROVE the Third Amendment.

(SIGNATURE OF OWNER(S))

DATE EXECUTED: _____

PLEASE RETURN THE EXECUTED PROXY BY MONDAY, APRIL 14, 1997, TO THE ASSOCIATION.

97100 PG1497

PROXY STATEMENT

PROPERTY: WE/I OWN PROPERTY AT THE FOLLOWING ADDRESS: 43 Courtside Circle **, SAN ANTONIO, TEXAS AND ALSO KNOWN AS LOT(S)** 58 **, RACQUET CLUB AT CAMINO REAL, UNIT** 2 **, LYING AND BEING SITUATED IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS**

We are/I am the owner of the Property described above. We/I have received and reviewed a document entitled "Third Amendment to Declaration of Covenants, Conditions, and Restrictions For the Racquet Club at Camino Real." The Property contains a home, that is, a residence which is constructed on the Property.

ADOPT BY YOUR SIGNATURE ONE OF THE FOLLOWING ALTERNATIVES:

Alternative One:

We/I, Don & Nelle Still **, APPROVE AND ADOPT the Third Amendment. We/I appoint The Racquet Club at Camino Real Community Association, Inc. as my agent and as my attorney-in-fact FOR THE SOLE PURPOSE OF SIGNING AND APPROVING THE "THIRD AMENDMENT" as my agent and attorney-in-fact. We/I understand that the "Third Amendment" will not become effective unless Lancaster Development Company acquires title to Unit III and that the "Third Amendment" will not become effective unless and until seventy-five percent (75%) of the owners of the homes in Units I and II approve and adopt the "Third Amendment."**

Don & Nelle Still

(SIGNATURE OF OWNER(S))

DATE EXECUTED: 4-11-97

Alternative Two:

We/I, _____, DISAPPROVE the Third Amendment.

_____

(SIGNATURE OF OWNER(S))

DATE EXECUTED: _____

PLEASE RETURN THE EXECUTED PROXY BY MONDAY, APRIL 14, 1997, TO THE ASSOCIATION.

VOL 7100 PG 1499

TRACT 1
METES AND BOUNDS DESCRIPTION

Being 0.053 acres (2312.55 Square Feet) of land, out of a 2.50 acre tract out of the S.H. Dubie Survey No. 79, Abstract 841, County Block 4985, Bexar County, Texas, said 2.50 acres described in Volume 4494, Page 0555, and also part of Lot 39 of the Racquet Club of Canine Real P.U.D., Unit 2, as reserved in Volume 9521, Page 179, more particularly described as follows:

PROCEEDING from an iron rod found at the most southeasterly corner of said 2.50 acre tract;

THENCE, along the southwest side of said 2.50 acre tract, N 50° 45' 42" W, 13.22 feet to an iron rod set approximately 0.5 feet north of a brick wall for the POINT OF BEGINNING;

THENCE, along the southwest side of said 2.50 acre tract, N 50° 45' 43" W, 171.88 feet to an iron rod set approximately 0.5 feet northeast of a metal fence;

THENCE parallel to and approximately 0.5 feet northeast of said metal fence,

S 82° 12' 26" E, 7.50 feet to an iron rod set,
S 49° 29' 25" E, 62.22 feet to an iron rod set,
S 69° 44' 21" E, 100.47 feet to an iron rod set,

THENCE, parallel to and approximately 0.5 feet northeast of a brick wall, S 39° 37' 58" W, 38.13 feet to THE POINT OF BEGINNING.

VOL 7100 PG 15

10

EXHIBIT D

PROXY STATEMENT

PROPERTY: WE/I OWN PROPERTY AT THE FOLLOWING ADDRESS: 32 Courtside Circle, SAN ANTONIO, TEXAS AND ALSO KNOWN AS LOT(S) 14, RACQUET CLUB AT CAMINO REAL, UNIT 1, LYING AND BEING SITUATED IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

We are/I am the owner of the Property described above. We/I have received and reviewed a document entitled "Third Amendment to Declaration of Covenants, Conditions, and Restrictions For the Racquet Club at Camino Real." The Property contains a home, that is, a residence which is constructed on the Property.

ADOPT BY YOUR SIGNATURE ONE OF THE FOLLOWING ALTERNATIVES:

Alternative One:

(We)/I, CHARLES P. & DONNA J. COSTANZA, APPROVE AND ADOPT the Third Amendment. We/I appoint The Racquet Club at Camino Real Community Association, Inc. as my agent and as my attorney-in-fact FOR THE SOLE PURPOSE OF SIGNING AND APPROVING THE "THIRD AMENDMENT" as my agent and attorney-in-fact. We/I understand that the "Third Amendment" will not become effective unless Lancaster Development Company acquires title to Unit III and that the "Third Amendment" will not become effective unless and until seventy-five percent (75%) of the owners of the homes in Units I and II approve and adopt the "Third Amendment."

Charles P Costanza

Donna J Costanza

(SIGNATURE OF OWNER(S))

DATE EXECUTED: APRIL 19, 1997

Alternative Two:

We/I, _____, DISAPPROVE the Third Amendment.

_____

(SIGNATURE OF OWNER(S))

DATE EXECUTED: _____

PLEASE RETURN THE EXECUTED PROXY BY MONDAY, APRIL 14, 1997, TO THE ASSOCIATION.

VOL 7100 PG 1502

RECORDER'S MEMORANDUM

AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER, ETC.

Any provision herein which restricts the sale, rental or use of the described real property because of race is invalid and unenforceable under Federal law
STATE OF TEXAS, COUNTY OF BEXAR
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

JUN 03 1997

COUNTY CLERK BEXAR COUNTY, TEXAS

Filed for Record in:
BEXAR COUNTY, TX
GERRY RICKHOFF, COUNTY CLERK

On May 30 1997

At 5:01pm

Receipt #: 38151
Recording: 131.00
Doc/Mgmt : 6.00

Doc/Num : 97- 0072514

Deputy -Catherine Revilla

VOL 7100 PAGE 1504