

132409

134829

AMENDMENT OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS
COUNTY OF ARANSAS

:
: KNOW ALL MEN BY THESE PRESENTS:
:

THAT WHEREAS, ROCKPORT COUNTRY CLUB, INC., hereinafter called the Declarant, is the owner of more than fifty-one percent (51%) of all that certain real property located in Aransas County, Texas, described as follows: *7-14-85*

Rockport Country Club Estates Unit II, a subdivision in Aransas County, Texas, as shown by map or plat thereof recorded in Volume 4, page 31, of the Map and Plat Records of Aransas County, Texas, which Records are referred to and incorporated herein by reference for a fuller description; and

WHEREAS, a Protective Restrictions and Covenants and Landowner's Agreement Rockport Country Club Estates Unit II was filed of record in Volume 313, page 199, of the Deed Records of Aransas County, Texas; and

WHEREAS, Article IV, General Land Use, provides in paragraph 1:

All lots shown on said plat, except Lot 26, Block 18; Lot 30, Block 19; Lots 30 and 45, Block 21 and Lot 46, Block 28, and the area entitled "Golf Course Area", shall only be used for single family purposes. Not more than one single family dwelling shall be erected, altered, placed or permitted to remain on any lot except as otherwise provided therein. In addition to such single family dwelling there shall be permitted guest houses, maid's quarters, garages, carports and other accessory buildings that are necessary and contributory to the overall improvements of said lots. All such accessory structures shall conform to every provision of these covenants and shall be constructed simultaneously with or subsequent to the construction of the principal dwelling located on the same lot. Lot 26, Block 18; Lot 30, Block 19; Lot 45, Block 21 and Lot 46 of Block 28 may be used for multi-family purposes as hereinafter provided. Lot 30, Block 21 may be used for general commercial purposes as may be approved by the Architectural Control Committee in their sole discretion; and

WHEREAS, acting under the provisions of Article VII providing for amendments, the Declarant, being the legal title owner of more than fifty-one percent (51%) of the lots in said Unit II (as shown in the Records of Aransas County, Texas), hereby amends Article IV, paragraph 1, as follows:

All lots shown on said plat, except Lot 26, Block 18; Lot 30, Block 19, Lots 30 and 45, Block 21; Lot 46, Block 28; and Lots 43, 44 and 45, Block 28, and the area entitled "Golf Course Area", shall only be used for single family purposes. Not more than one single family dwelling shall be erected, altered, placed or permitted to remain of any lot except as otherwise provided therein. In addition to such single family dwelling there shall be permitted guest houses, maid's quarters, garages, carports and other accessory buildings that are necessary and contributory to the overall improvements of said lots. All such accessory structures shall conform to every provision of these covenants and shall be constructed simultaneously with or subsequent to the construction of the principal dwelling located on the same lot. Lot 26, Block 18; Lot 30, Block 19; Lot 45, Block 21, Lot 46, Block 28; and Lots 43, 44 and 45, Block 28, may be used for multi-family purposes as hereinafter provided. Lot 30, Block 21 may be used for general commercial purposes as may be approved by the Architectural Control Committee in their sole discretion; and

WHEREAS, Article IV, General Land Use, provides in paragraph 17:

Lot 26, Block 18; Lot 30, Block 19; Lot 45, Block 21, and Lot 46, Block 28, as shown on said plat, may be used for multiple family purposes. As to said multiple family lot, no building shall be erected, altered, placed or permitted, to remain on any lot other than apartments, multiple family dwellings, duplexes, single family dwellings, corporate executive retreat complexes and other buildings such as garages, carports, and accessory buildings that are necessary and contributory to the overall development of the subject property. The maximum number of living units which may be built on any part of any lot shall not exceed fifteen (15) units for each one (1) acre of area of the lot as shown on said plat.

Lot 26, Block 18; Lot 30, Block 19; Lot 45, Block 21, and Lot 46, Block 28, as shown on said plat, may be resubdivided with the prior written approval of the Committee, and such subdivision results in the creation of lots for multiple or single family purposes, as hereinabove provided, have a land area of not less than two thousand nine hundred (2,900) square feet for each living unit and are in keeping with the general character of the existing or proposed adjacent residential development.

WHEREFORE, Article IV, paragraph 17, is amended hereafter to provide:

Lot 26, Block 18, Lot 30, Block 19, Lot 45, Block 21; Lot 46, Block 28, and Lots 43, 44 and 45, Block 28, as shown on said plat, may be used for multiple family purposes. As to said multiple family lot, no building shall be erected, altered, placed or permitted to remain on any lot other than apartments, multiple family dwellings, duplexes, single family dwellings, corporate executive retreat complexes and other buildings such as garages, carports and accessory buildings that are necessary and contributory to the overall development of the subject property. The maximum number of living units which may be built on any part of any lot shall not exceed fifteen (15) units for each one (1) acre of area of the lot as shown on said plat.

Lot 26, Block 18; Lot 30, Block 19, Lot 45, Block 21; Lot 46, Block 28, and Lots 43, 44 and 45, Block 28, as shown on said plat, may be resubdivided with the prior written approval of the Committee, and such subdivision results in the creation of lots for multiple or single family purposes, as hereinabove provided, have a land area of not less than two thousand nine hundred (2,900) square feet for each living unit and are in keeping with the general character of the existing or proposed adjacent residential development.

All other provisions of the original Restrictions shall remain in full force and effect.

EXECUTED this the 16th day of May, 1984.

ROCKPORT COUNTRY CLUB, INC.

ATTEST:

Delmar Hiller
Assistant Secretary

By: G. Hasslocher
Chairman of the Board

THE STATE OF TEXAS
:
:
:
COUNTY OF ARANSAS

BEFORE ME, the undersigned authority, on this day personally appeared G. HASSLOCHER, CHAIRMAN OF THE BOARD OF ROCKPORT COUNTRY CLUB, INC., known to me to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, states that Rockport Country Club, Inc. is the owner of more than fifty-one percent (51%) of the real property situated in Unit II of Rockport Country Club Estates, Aransas County, Texas, and further G. Hasslocher acknowledged to me that he executed the Amendment of Covenants, Conditions and Restrictions of Unit II for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated.

Given under my hand and seal of office this the 16th day of May, 1984.



Diana L. Jones
Notary Public in and for
The State of Texas
My commission expires: 3-14-85
Printed Name: _____

State of Texas
County of Aransas
I hereby certify that the instrument was FILED on 5-18-84
at Rockport, Ar. and was duly RECORDED in Vol. and Page
of 122 5-21-84 OF BOOKS
An instrument recorded by me on _____



[Signature]
VAL JAMES BAYTON
COUNTY CLERK
ARANSAS COUNTY, TEXAS

AMENDMENT OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS
COUNTY OF ARANSAS

X
X
X
KNOW ALL MEN BY THESE PRESENTS:

That the undersigned BEXAR SAVINGS ASSOCIATION, SAN ANTONIO, hereby joins in the establishment of the foregoing Protective Restrictions and Covenants and Landowner's Agreement of Rockport Country Club Estates, Unit 2, and agrees to the terms and conditions thereof.

EXECUTED this the 16th day of May, 1984.

BEXAR SAVINGS ASSOCIATION, SAN ANTONIO

BY:

Fred W. Molter
Fred Molter, Vice President

THE STATE OF TEXAS

COUNTY OF BEXAR

I, Fred W. Molter, the undersigned authority, on this day personally appeared FRED MOLTER, Vice President of BEXAR SAVINGS ASSOCIATION, SAN ANTONIO, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

WITNESSED AND GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 13th day of July, 1984.

Theresa C. Little
Notary Public in and for the
State of Texas

Print Name: Theresa C. Little

My commission expires: 11/30/84

Subscribed and sworn to before me on 7-18-84
at 2:50 p.m. and was duly RECORDED in Vol. and Page
of Books 779-84 RECORDED
As attested hereon by me, on _____



Theresa C. Little
Notary Public
VALERIE BARTON
COUNTY CLERK
ARANSAS COUNTY, TEXAS