

CORRECTED  
PROTECTIVE RESTRICTIONS AND COVENANTS  
AND LANDOWNERS' AGREEMENT  
ROCKPORT COUNTRY CLUB ESTATES UNIT 3

11459

IMAGE NO.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF ARANSAS

THAT ROCKPORT COUNTRY CLUB, INC., a Texas corporation, hereinafter called "Developer", is the owner of the surface estate in and to the following described property situated in Aransas County, Texas, to-wit:

Rockport Country Club Estates Unit 3, a subdivision in Aransas County, Texas, as shown by map or plat thereof recorded in Volume 4, page 56, reference to which is here made, hereinafter referred to as the "addition" or "subdivision".

Developer has subdivided said land into lots and blocks with intervening streets, parks, beautification areas, lakes, fairways and easements, for the construction, operation and maintenance of streets, parks, beautification areas, lakes, utilities, drainage facilities and easements, and Developer has dedicated said streets and easements as set forth on the above-described map or plat.

I. SCOPE OF RESTRICTIONS

1. For the purpose of creating and carrying out a uniform plan for the improvement and sale of said subdivision as a high-quality subdivision, the following restrictions, conditions and use limitations are hereby established, adopted and imposed upon the following portions only of said subdivision, to-wit:

All numbered lots as shown on said plat, all in said Rockport Country Club Estates Unit 3, in Aransas County, Texas, as shown by said recorded map or plat.

All other portions of said Unit 3 and adjoining lands are specifically excluded from the terms, provisions and effects of this instrument.

2. The restrictions, conditions and use limitations hereinafter set forth shall constitute covenants running with the land, and shall be binding upon and inure to the benefit of Developer, its successors and assigns, and upon all persons acquiring property in said subdivision, whether by purchase, descent, devise, gift or otherwise; and each person, by the acceptance of title to any lot out of such subdivision, shall agree and covenant to abide by and perform the terms, conditions, restrictions and covenants as set forth herein. Such restrictions, conditions and use limitations shall be considered to be made a part of each contract and/or deed conveying any lot in said subdivision, whether such restrictions or this instrument be referred to or not, and by acceptance thereof, the grantee, and all persons claiming under him, shall be subject to and bound thereby, and any conveyance of any such lot shall be construed to be subject to the terms of this instrument.

3. Although Developer is not the owner of the oil, gas and other minerals under said land, it does own the surface estate and has the undisturbed and exclusive right to use of the surface, since the reservations of oil, gas and other minerals heretofore made preclude any right of the owner of such minerals to enter upon such surface for prospecting, drilling, mining for or producing such reserved minerals, and the owner of such minerals may obtain the same only by drainage or directional drilling from adjacent lands not embraced in the subdivision. Any conveyance of lots in said subdivision shall be deemed to except said oil, gas and other minerals, by reference to these restrictions, but will pass to the grantee undisturbed and exclusive right to use of the surface of the property conveyed, subject to the restrictions herein contained.

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II. DEFINITIONS

1. A "street" is any street, roadway, avenue, court, loop or drive, designated as such on the recorded map of such subdivision.
2. A "utility easement" is any easement designated as such on the recorded map of such subdivision, which easement may be used for the construction, maintenance and/or installation of any and all utilities, sewage, telephone and water drainage facilities (surface and subsurface).
3. A "lake" is any area covered by water, whether it be a canal or pond.
4. A "lot" as used herein shall be interpreted to mean a residential building site having an area of not less than seven thousand (7,000) square feet.
5. A "corner lot" is a lot which abuts more than one street. Any lot, except a corner lot, shall be deemed to front the street upon which it abuts. A corner lot shall be deemed to front on the street on which it has the smallest dimension and improvements shall be built to front on such street, except that the Architectural Control Committee, hereinafter specified, shall have the right to grant permission for the improvements constructed on any such corner lot to face diagonally or on the street having the longest dimension.
6. A "fairway lot" is a lot which abuts the fairway.
7. An "off-fairway lot" is a lot which does not abut a fairway.
8. "Rockport Country Club Project" shall mean not only said Unit 3, but shall include any subdivided areas which may be hereafter added as additional units of the Developer.

III. ARCHITECTURAL CONTROL

1. The Architectural Control Committee, hereinafter called "the Committee", is composed of the Board of Directors of Rockport Country Club, Inc.  
A majority of the Board of Directors may designate representatives to act for it. No member of the Board or its designated representative shall be entitled to any compensation for services performed hereunder. At any time after January 1, 1992, the record owners of a majority of the lots or tracts into which Rockport Country Club Project shall be then subdivided shall have the power to change the membership of the Committee, to withdraw powers and duties from the Committee, or to restore the powers and duties of the Committee. Such action shall be effective upon recordation of a written instrument properly reflecting same.
2. No building, structure, fence or improvements of any nature shall be erected, placed or altered on any lot subject to these restrictions until the construction plans and specifications and a plan showing the location of such building, structure or improvement has been approved by the Committee as to quality of workmanship, type and quality of materials, type of roofing materials, exterior color schemes, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. In addition, no substantial change in the originally approved finish grade elevation of any lot shall be made without the prior written approval of the Committee.
3. The Committee shall approve or disapprove plans, specifications and details within thirty (30) days after receipt thereof. One set of such plans and specifications and details with the approval or disapproval

endorsed thereon shall be returned to the person submitting them and the other copy thereof shall be retained by the Committee for its permanent files. The Committee shall advise the applicant of the reason for the disapproval and suggest acceptable changes. In the event the Committee fails to approve or disapprove any plans which have been submitted to it within thirty (30) days from receipt thereof, approval shall not be required and the related covenants shall be deemed to have been fully complied with.

4. The Committee shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all of the provisions of these restrictions, if the design or color scheme of the proposed improvements is not in harmony with the general surroundings of the real property or with the existing adjacent improvements and natural environment, if the plans and specifications submitted are incomplete, or in the event the Committee deems the plans, specifications or details or any part thereof to be contrary to the interest, welfare or rights of owners of the lots covered hereby. The decisions of the Committee shall be final.

5. Neither the Committee, Rockport Country Club, Inc. nor any architect or agent thereof shall be responsible in any way for any defects of any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

6. The Committee shall have the right and authority to waive, modify, alter, change or approve any covenant, term, condition or restriction where, in the opinion of the Committee, such change is necessary or required for the advantage and best appearance of the subdivision, in the following particulars, to-wit:

- A. Change all restrictions in conflict where one lot and all or a portion of other contiguous lots are being used together for the purpose of building a residence.
- B. Change these restrictions in the case of lots which are unusual in size, or which are of an unusual or irregular shape, where such change is deemed best for the advantage or best appearance of the immediate community.

7. The Committee shall have the authority to make final decisions in interpreting the general intent, effect and purpose of these restrictions, and due to the very special nature of the subdivision as of one that is country club oriented, it is the intent of this covenant to charge the Architectural Committee with the responsibility and authority to require that all residences on lots abutting fairways have and maintain an attractive appearance as viewed from the fairways.

#### IV. GENERAL LAND USE

1. All lots shown on said plat, except Lots 26 through 31 of Block 1 and the area entitled "Golf Course Area", shall be used only 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 improvement of said lot. 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. Lots 26 through 31 of Block 1 may be used for multi-family purposes as hereinafter provided.

2. No structure or obstruction of any nature whatsoever shall be constructed or allowed by any lot owner on, in or under any fairway or lake. This will not prevent the construction of any water line, sewer line or other developmental features by the Developer when the same do not interfere with use of fairways or lakes.
3. All buildings and other improvements placed on any of said lots shall be newly erected on said lot and no second-hand or used buildings or other improvements shall be moved onto any said lots, and no used or second-hand materials may be used in the exterior of such improvements unless specifically approved in advance, in writing.
4. No business or professional service of any nature shall be conducted on any lot, and no building or structure intended for or adapted to business or professional purposes, and no apartment house, double house, flat building, lodging house, roominghouse, hotel, hospital or sanitarium shall be erected, placed, permitted or maintained on any lot. No room or rooms in any principal residence, nor any accessory buildings, or parts thereof, may be rented or leased to others by the owner or owners of any lot; nothing in this paragraph, however, shall be construed as preventing the renting or leasing of an entire lot, together with its improvements.
5. No animals or fowl other than ordinary household pets commonly housed in a residence shall be permitted on any lot and the breeding or maintaining of such animals or fowl for commercial purposes shall not be permitted.
6. No oil drilling, oil storage, oil refining, quarrying or mining operations of any kind shall be conducted upon any lot.
7. No signs whatsoever, including commercial, political or other similar signs, visible from adjoining lots, golf course, the lake or streets, shall be permitted on any lot except as follows: Such signs as may be required by legal proceedings; residential identification signs of a combined total face area of one and one-half (1½) square feet or less; during the time of construction and prior to the time of the sale of any residence or other improvement one job identification sign and one "for sale" sign having a maximum total face area of six (6) square feet; not more than one "for sale" sign by the developers having a maximum face area of three (3) square feet on a vacant lot owned by developer; flashing, lighted or moving signs shall not be permitted. No sign of any description or supports or braces for signs shall be nailed or spiked to any tree. All signs must be on their own supporting standards. Advertising banners, pennants and wind powered devices will not be permitted. All signs, including proposed location, sizes and colors shall be reviewed by the Committee and must receive prior written approval from the Committee before installation. The Committee may issue variances as to the above on such conditions and for such time periods as it may deem necessary. Provided further, that in no event shall any sign on any lot be visible from the lake or from the golf course except as may be required by legal proceedings.
8. Use of house trailers, campers, motor homes, boats, trailers, trucks, buses, similar vehicles or temporary structure of any nature whatsoever for residential purposes is hereby prohibited, but such vehicles may be temporarily parked if and where approved by the Committee. No such vehicles shall be kept or permanently parked on the paved portion of any street, or on any lot within the subdivision unless such vehicle is concealed behind a privacy fence no closer to the street than the front of the building or no closer to the fairway than the back corner of the building. The above shall not apply to passenger automobiles, motorcycles and trucks not exceeding three-quarter ton.

9. No building material of any kind or character shall be placed or stored upon any lot until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the building site upon which the improvements are to be erected and shall not be placed in the streets or between the roadbed and property line.
10. All laundry drying yards shall be screened from view from the streets, neighbors, golf course, the lake and common areas. Trash, garbage and other wastes shall be stored in sanitary containers so situated as to be accessible to the service agency responsible for collection of said wastes and such area screened from view from adjacent properties, golf course, the lake and from the street. No obnoxious, offensive or illegal activities shall be carried on on any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.
11. Each developed single family residential lot shall contain sufficient parking space for at least two (2) automobiles by one of the following means:  
(a) a garage or carport either attached to or detached from the main structure; or  
(b) an exterior parking area screened from view of adjacent lots, golf course or the lake.
12. No air conditioning condensing unit and fan, evaporative cooler or other object, which in the opinion of the Committee is unsightly, shall be placed on any lot or upon or above the roof of any dwelling or other building except where it is architecturally concealed or screened from view in plans submitted to and approved by the Committee and then only when, to the satisfaction of the Committee, the same is not aesthetically objectionable and is otherwise in conformity with the overall development of the property.
13. No radio or television aerial or guy wires shall be maintained on any portion of any lot forward of the front line of the building or on fairway lots no closer to the fairway than the back line of the building.
14. A lot may not be so subdivided or areas sold off so that there will be left in such lot, when combined with an adjoining lot or portion of an adjoining lot, a building plot having an area which is less than the total area and frontage of the larger of the two original lots from which such areas are taken.
15. Construction must begin within three (3) months after the approval of plans by the Committee, and pursued diligently to completion.
16. The native trees larger than four inches (4") in diameter, measured 6" from the base of the tree, on any lot shall not be destroyed or removed from any lot, except such trees as may be necessary for the construction and maintenance of roads, driveways, residences, garages, accessory buildings and/or walled-in service yards and patios, which native trees shall not be removed prior to commencement of construction and unless written permission is first obtained from the Committee. In the event such trees are removed, except as stated above, the Committee may require the replanting or replacement of same, the cost thereof to be borne by the lot owner.
17. Lot 31, Block 1, as shown on said plat, may be used for multiple family purposes. As to said multiple family lots, 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, except for Lots 26 through 30, Block 1, which may not exceed eight (8) units for each one (1) acre of area.

Lot 31, Block 1, 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 an 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.

Lots 26 through 30, Block 1, 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 an area of not less than five thousand four hundred forty-five (5,445) square feet for each living unit and are in keeping with the general character of the existing or proposed adjacent residential development.

18. There shall be a minimum five foot (5') "blanket" utility easement between all lots in Unit 3.

19. Notwithstanding any provision herein to the contrary, the areas designated on said plat as "Golf Course Area" may be used for the construction and operation of a golf course and club house together with all related accessory buildings and improvements of any nature deemed necessary and contributory to such construction and operation as determined by the Committee.

#### V. SIZE, DESIGN AND PLACEMENT OF IMPROVEMENTS

1. No dwelling shall be permitted on any lot within the subdivision unless the floor area of the enclosed main dwelling, exclusive of porches, garages, whether attached or detached, breezeways, patios or other appendages, complies with the following requirements:

A. The total area of the enclosed main dwelling of any residence on Lots 1 through 25, Block 1, and Lots 1 through 28, Block 2, whether one story or more, must contain not less than 2,500 square feet. The floor area of the enclosed ground floor of any two-story residence must contain not less than 1,300 square feet.

B. The total area of the enclosed main dwelling of any residence on Lots 26 through 30, Block 1, whether one story or more, must contain not less than 1,600 square feet.

2. All on-site utility connections, including water, gas and sewer lines, power, telephone and television cables shall be located underground. The Committee may issue variances as to the above where strict enforcement may impose an undue hardship.

3. The Committee shall have the authority to set up regulations and design criteria as to location, height, design, material, content and color schemes of any walls and fences enclosing yards or patios. No property or patio fence, wall or berm shall be erected, altered or maintained on any lot without the prior written approval of the Committee. No such fence or wall located on the lot side which is contiguous to the golf course shall be higher than forty-two (42) inches and in the case of any berm so located, it shall be a maximum of forty-two (42) inches measured from the point on the uphill side where the berm meets existing grade.

4. No building shall be erected on any lot or lots in said subdivision in front of the front building line shown on the map of said subdivision. No portion of any building shall be erected nearer than six feet (6') to any interior lot line, and 25' from a fairway lot line. However, roofs, eaves, or steps may extend over the minimum building setback line for a distance of not more than two feet (2').

5. All buildings, landscaping, fences, drives, parking areas, areas within easements adjoining any lot and any other improvements shall be maintained in good and sufficient repair and such premises shall be kept painted, windows glazed and the property otherwise maintained in an aesthetically pleasing manner as determined by the Committee. All owners of property shall be responsible for keeping their lots free from debris, rubbish or trash of any kind. Landscaping shall be properly maintained by the owner of the property, whether said property is occupied or not, in a neat and adequate manner which shall include lawns mowed, underbrush cleared, hedges trimmed, watering when necessary and removal of weeds from planted areas. No owners of any lots shall be permitted to store wrecked or disabled motor vehicles on a lot or any street nor shall any lot or street be used for the repair, reconstruction or modification of motor vehicles. Developer shall have the right to have said lots cleaned to comply with this provision, in the event the lot owner, after ten (10) days' written notice shall fail to do so, and any reasonable expense incurred in doing the same shall be paid by the owner of the respective lot.

6. Lots 15 through 31, Block 1, shall be subject to a golf course utility and drainage easement ten feet (10') in width along and off of their rear or golf course fronting property line shown on the plat as a ten foot (10') utility easement, and no structure of any nature, including fences or earth berms, shall be placed on or within said easement.

#### VI. DURATION

The restrictions and covenants herein set forth shall continue and be binding upon Developer, its successors and assigns, for a period of thirty-five (35) years from this date. At the expiration of said term of thirty-five (35) years, the restrictions and covenants herein set out shall automatically be extended for an additional ten (10) year period and for successive periods of ten (10) years thereafter unless same are nullified or revised as hereinafter provided. After the expiration of thirty-five (35) years from the date of this instrument, the owners of a majority of the lots in said Unit 3 may execute and acknowledge an agreement in writing terminating or revising these restrictions and covenants and file the same in the Office of the County Clerk of Arkansas County, Texas, or in such office as conveyances of real estate may be required to be filed at such time; thereupon these restrictions and covenants shall be null, void and of no further force and effect, or shall be modified or revised as such instrument may direct.

#### VII. AMENDMENT

At any time the owners of the legal title to 51% of the lots in said Unit 3 (as shown by the records of Arkansas County, Texas) may amend the restrictions, covenants, conditions and matters set forth herein by filing an instrument containing such amendment signed by 51% of the owners in the Office of the County Clerk of Arkansas County, Texas, except that, prior to the expiration of fifteen (15) years from date hereof, no such amendment shall be valid or effective without the joinder of Developer, its successors or assigns.

#### VIII. ENFORCEMENT

The restrictions, conditions and use limitations herein set forth shall be binding upon Developer, its successors and assigns, and all parties claiming by, through or under them and all subsequent owners of each lot, each of whom shall be obligated and bound to observe such restrictions, conditions and use limitations, provided, however, that no such persons shall be liable except in respect to breaches committed during his or their ownership of said lot. The violation of any such restriction, condition or use limitation shall not operate to invalidate any mortgage, deed of trust or other lien acquired and held in good faith against said

lot or any part thereof, but such liens may be enforced against any and all property covered thereby, subject, nevertheless, to the restriction, conditions and use limitations herein mentioned. Developer, or the owners of any lot in this addition, or trustees, their successors and assigns, shall have the right to enforce observance or performance of the provisions of this instrument. If any person or persons violate or attempt to violate any of the restrictions, conditions or use limitations contained herein, it shall be lawful for any person or persons owning any lot out of said addition to prosecute proceedings at law or in equity against the person violating or attempting to violate the same, either to prevent him or them from so doing, or to obtain such other relief for such violations as then may be legally available.

IX. SEVERABILITY

Invalidation of any of the terms, provisions or covenants contained in this instrument by judgment or court order shall not in any way affect any of the other terms, provisions or covenants set forth in this instrument which shall remain in full force and effect.

Corrections made on Page 6 of this document reflect changes in the minimum square footage requirements of dwellings and the number of lots in the unit.

EXECUTED THIS 27th day of March, 1985.

ROCKPORT COUNTRY CLUB, INC.

By: G. Hasslocher  
G. Hasslocher, President

ATTEST:

Allen C. Lee  
Allen C. Lee, Assistant Secretary

THE STATE OF TEXAS

COUNTY OF ARANSAS

BEFORE ME, the undersigned authority, on this day personally appeared G. Hasslocher, President of Rockport Country Club, Inc., 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, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 27th day of March, 1985



Diana R. Leonard  
Notary Public in and for  
The State of Texas  
My commission expires: 3-14-89  
Printed Name: Diana R. Leonard