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Date: July 10, 2010

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**ROCKPORT COUNTRY CLUB ESTATES UNIT 3
AMENDMENT TO PROTECTIVE RESTRICTIONS AND
COVENANTS AND LANDOWNERS' AGREEMENT
ROCKPORT COUNTRY CLUB ESTATES UNIT 3**

STATE OF TEXAS

COUNTY OF ARANSAS

7-10-10

WHEREAS, the power in Article VII of the Rockport Country Club Estates Unit 3 of the Protective Restrictions and Covenants and Landowners' Agreement in Instrument Number 140015, Image 11465, Deed Records of Aransas County, Texas, the Rockport Country Club Estates Unit I has been granted the authority to amend the Protective Restrictions and Covenants and Landowners' Agreement; and,

WHEREAS, Article VII gives the Declarant the right to 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 Aransas County, Texas.

NOW THEREFORE, Article VIII (Enforcement) is amended as follows:

Article VIII.

The enforcement authority granted in Article VIII of the Restrictions recorded in Volume 313, Page 205 of the Map or Plat records of Aransas County, Texas, is hereby expanded as follows; the authority to enforce these Restrictions is granted to the Rockport Country Club Estates Homeowner's Association Incorporated

And,

NOW THEREFORE, Article VIII (Enforcement) is amended as follows:

Article VIII

Membership in the Rockport Country Club Estates Homeowner's Association Incorporated is required of all persons who acquire a lot or condominium located in the area governed by these Restrictions after January 1, 2010.

FURTHERMORE, the following documents are attached hereto and incorporated herein by reference:

1. The paragraphs from the Rockport Country Club Unit 3 (corrected) Protective Restrictions and Covenants and Landowners' Agreement, regarding Amendments and Enforcement, filed of record with the Aransas County Clerk in Instrument 140015, Image 11465.

11465/11466

7-9-10

2. The two page Notice and information provided to all owners of property in Unit 3
3. The ballot mailed to all property owners, which resulted in the "For" space receiving more than 51% of the votes possible in Unit 3.
4. The language contained in Paragraph VII in Unit 3 (Instrument 140015, Image 11459-11466) is verbatim the language contained in Unit I (Vol. ³⁰³303, Page ³⁰⁴445), Unit I-A (Vol. 303, Page ^{450, 451}445) and Unit II (Vol 313, Page 205).

Rockport Country Club Estates Homeowner's Association Incorporated

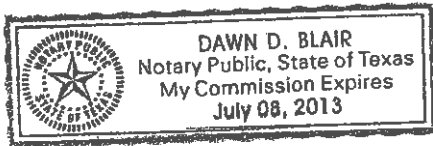
Fred M. Addington
By Frederck M. Addington, President

Ruby P. Overton
By Ruby P. Overton, Secretary

STATE OF TEXAS

COUNTY OF ARANSAS

This instrument was acknowledge before me on July 9, 2010 by Frederick M. Addington, President, of the Rockport Country Club Homeowners' Association Incorporated, a Texas corporation, on behalf of said Corporation

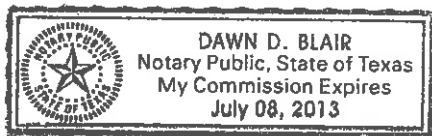


Dawn D Blair
Notary Public-State of Texas

STATE OF TEXAS

COUNTY OF ARANSAS

This instrument was acknowledge before me on July 9, 2010 by Ruby P. Overton, Secretary, of the Rockport Country Club Homeowners' Association Incorporated, a Texas corporation, on behalf of said Corporation



Dawn D Blair
Notary Public-State of Texas

After Recording, return to:

James Cooper-Hill
320 Olympic Drive
Rockport, Texas 78382

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 the 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

140015

PAGE NO. 11466

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.

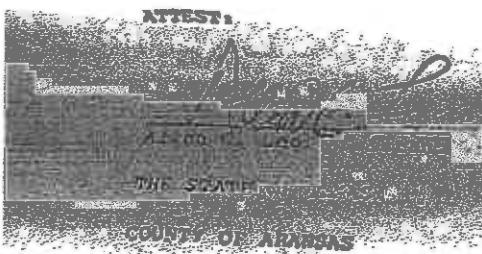
Corrections made on Page 6 of this document reflect changes in the minimum square footage requirements of dwellings and the number of lots in the unit.

EXECUTED THIS 27th day of March, 1985.

ROCKPORT COUNTRY CLUB, INC.

By: G. Hasslocher
G. Hasslocher, President

ATTEST:



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

Rockport Country Club Estates
Homeowner's Association Inc.

**URGENT!! YOUR PROMPT ATTENTION IS
REQUIRED**

This is an important message from your Homeowner's Association

The Rockport Country Club Homeowner's Association needs your help. We need to amend our Deed Restrictions. The Homeowner's Association Board is asking for your vote on two amendments. Amendment I affirms the Homeowner's Association Board's legal standing to enforce the Deed Restrictions. Amendment II changes the membership in the Homeowner's Association from voluntary to mandatory.

Amendment I - ENFORCEMENT

The enforcement authority granted in Article VIII of the Restrictions, recorded in volume 313, Page 205, of the Map or Plat records of Aransas County, Texas, is hereby expanded as follows; the authority to enforce these Restrictions is granted to the Rockport Country Club Estates Homeowner's Association Incorporated.

When the subdivision was started in 1982, there was no Homeowner's Association. The Association was not created until 1987. The duties of the Architectural Control Committee, created in the Deed Restrictions, were initially enforced by the Board of Directors of the Country Club. In 1999, the property owners passed an amendment that moved that authority from the Country Club Board to the Homeowner's Association Board. In making the change, it was not clear if the Homeowner's Association Board could legally enforce the regulations of the Architectural Committee. This amendment gives clear authority to the Association to enforce the Deed Restrictions. It is very important that this amendment be passed. As residents of Rockport Country Club Estates, we are subject to many regulations. Some are state regulations; some are county and some are city. However, none of these regulations or codes addresses the same issues as do the Rockport Country Club Estate's Deed Restrictions. Only through the authority of the Homeowner's Association Deed Restrictions can we control issues such as architectural compliance, retail businesses, animal breeding, signs, parking of campers, boats, buses and RVs, laundry lines, location of trash and refuse containers to name only a few. Only the Homeowner's Association Board, through the Authority of the Architectural Control Committee, can keep Rockport Country Club Estates in the continuing pleasant and beautiful condition it is today. We need you to vote yes on Amendment I to insure we have the legal standing to enforce our Deed Restrictions.

Amendment II - MEMBERSHIP

Membership in the Rockport Country Club Estates Homeowner's Association Incorporated is required of all persons who acquire a lot or condominium located in the area governed by these Restrictions once the Amendment has been passed by the property owners and filed with the county.

Today membership in the Rockport Country Club Estates Homeowner's Association is totally voluntary. To conduct its business, the Homeowner's Association depends upon modest annual dues to support a great many expenses. For example, we are responsible for the maintenance of the median down Traylor from the entrance to the circle at the club. This costs us approximately \$7000 annually. We have refurbished the entrance sign at an estimated cost of \$3500. We are planning a spring replanting of the entrance median from the entrance sign to Henderson replacing the grass with native plants and flowers making our main entrance more inviting. We need the financial support of more property owners to continue to afford these activities.

Currently, our annual dues are only \$75 per property. There are no plans to increase our dues. Recent amendments to the By-Laws limit any increases to less than \$100 annually. The Board alone could not increase dues beyond \$100 without an amendment to the By-Laws voted on by the entire membership.

We need to make our membership mandatory to insure our financial needs. Financial support of homeowner associations is necessary for long term success. However, we understand that some property owners have chosen not to join. Okay, we accept your decision. While, this amendment will require mandatory membership in the Rockport Homeowner's Association, it is only mandatory for new property owners buying property in Rockport Country Club Estates once these amendments have passed and have been filed with the county. If you own your property prior to the filing, your membership obligation will forever be voluntary. And, you will have no obligation to join unless you choose to do so. Please vote yes on this amendment.

In the future, we would like to use the Internet to communicate with our property owners. US Mail has become too expensive. Please provide us with your email address on your ballot. You can obtain general information about our monthly activities on our web site www.rcchomeowners.com. It is updated monthly and has a complete copy of the current Deed Restrictions and By-Laws should you wish to review them.

Thank you for your time to consider these issues. Should you have any suggestions or questions, you can email us at rcchomeowners@charter.net. The Board's phone numbers are listed on our web site www.rcchomeowners.com.

Thank you for your help,

Your Homeowner's Association Board

BALLOT

Unit 3

Amendment I (Enforcement) ___ FOR ___ AGAINST

Amendment II (Mandatory Membership) ___ FOR ___ AGAINST

Amendment III (Choose ony one, A or B) ___ FOR ___ AGAINST

Name (required) _____

Property Address (required, do not use your mailing address)

_____ **Rockport, TX 78382**

E-Mail Address(optional) _____

*Restrictions & Covenants
a RPO*

RCCHOA Vote Count for Amendments to By-Laws - June, 2010									
		# Lots	51% Needed	Ballots Rcvd.	Amend 1 (Governance)		Amend 2 (Dues)		
					For	Against	For	Against	
Unit I		305	156	193	171	22	157	35	1 Abstain
Unit I-A		48	25	31	27	4	28	3	
Unit II		264	135	164	150	14	139	25	
Unit III		44	23	38	38	0	35	3	
(No data sheet for Unit III so I counted lots on plat!!)									
		661	339	426	386	40	359	66	1