

**FIFTH AMENDMENT TO THE
PROTECTIVE RESTRICTIONS AND COVENANTS AND LANDOWNER'S
AGREEMENT ROCKPORT COUNTRY CLUB ESTATES UNIT II**

STATE OF TEXAS

COUNTY OF ARANSAS

KNOW ALL MEN BY THESE PRESENTS:

This Fifth Amendment to the Protective Restrictions and Covenants and Landowner's Agreement Rockport Country Club Estates Unit II ("Fifth Amendment") by Rockport Country Club Estates Home Owner's Association, Inc., also known as Rockport Country Club Homeowners Association, a Texas non-profit corporation, ("Association") for the hereinafter purpose, is to be effective as of the date this instrument is filed in the Official Public Records of Aransas County, Texas.

WITNESSETH:

WHEREAS, the Protective Restrictions and Covenants and Landowner's Agreement Rockport Country Club Estates Unit II establishing Unit II in the development known as Rockport Country Club Estates ("Unit II Subdivision") is recorded as Document No. 128690 of the Official Public Records of Aransas County, Texas; subject to the Deed Restrictions recorded as Document No. 105008 of the Official Public Records of Aransas County, Texas; Warranty Deed with Vendor's Lien recorded as Document No. 115578 of the Official Public Records of Aransas County, Texas; Amended of Covenants, Conditions and Restrictions recorded as Document No. 133409 of the Official Public Records of Aransas County, Texas; Amendment of Covenants, Conditions and Restrictions recorded as Document No. 134829 of the Official Public Records of Aransas County, Texas; Protective Restrictions and Covenants and Landowners' Agreement Rockport Country Club Estates Unit II (portion thereof) recorded as Document No. 136397 of the Official Public Records of Aransas County, Texas; Ratification and Adoption of Restrictions recorded as Document No. 142655 of the Official Public Records of Aransas County, Texas; Affirmation Certificate recorded as Document No. 226258 of the Official Public Records of Aransas County, Texas, corrected by that Correction Document recorded as Document No. 278425 of the Official Public Records of Aransas County, Texas; and that Rockport Country Club Estates Unit II Amendment to Protective Restrictions and Covenants and Landowners' Agreement Rockport Country Club Estates Unit II, recorded as Document No. 312740 of the Official Public Records of Aransas County, Texas (collectively, the "Unit II Restrictions"); the Bylaws of the Association and all policies, rules and regulations duly adopted by the Association from time to time (collectively, "Governing Documents") affecting the real property therein described ("Property"); and

WHEREAS, this Fifth Amendment conforms with the authority of Article VII of the Unit II Restrictions which grants the absolute right to amend, modify and supplement the Unit II Restrictions upon the express written consent of at least fifty-one percent (51%) of the owners of lots in Unit II Subdivision ("Unit II Owners"); and

WHEREAS, as permitted by TEX. PROP. CODE § 209.0056, an Association vote was conducted after the Association provided greater than twenty (20) days written notice and by a vote greater than fifty-one percent (51%) of the Unit II Owners, this Fifth Amendment was approved.

NOW, THEREFORE, notwithstanding anything contained in the Unit II Restrictions to the contrary, said Unit II Restrictions are, pursuant to Article VII, hereby amended and supplemented as follows:

I. Article II. Definitions shall be amended and supplemented by adding paragraph 9 as follows:

9. "Single-Family" shall mean and refer to a group related by blood, adoption (including foster children), or marriage, or two (2) unrelated partners living together as a family unit, which may include their parents, children, brothers or sisters, aunts, uncles and grandparents.

II. Article IV. General Land Use shall be amended and supplemented as follows:

A. Paragraph 1 shall be supplemented by adding thereto the following:

1. All lots designated for single-family purposes, shall be used for the construction of a private single-family dwelling. Not more than one single-family dwelling shall be erected, altered, placed or permitted to remain on any lot except as otherwise provided herein. 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.

Each lot, unless otherwise designated, shall be used for single-family residential purposes only. The term "single-family residential purposes" as used herein shall be held and construed to exclude any business, commercial, industrial, apartment house, boarding house, Bed & Breakfast, Airbnb, vacation rentals by owner, HomeLink, HomeExchange, Intervac, Love Home Swap, CasaHop or any similar companies advertising on social media for short-term rentals, weekend or special events rentals or home exchanges, hospital clinic, professional uses and half-way house. Such excluded uses are hereby expressly prohibited except an owner or occupant of a lot and/or dwelling may conduct business activities on or within a lot and/or dwelling so long as: (i) such activity complies with all the applicable zoning ordinances (if any); (ii) the business activity is conducted without the employment of persons other than the residents of the home constructed on the lot; (iii) the existence or operation of the business activity is not in any way visible, apparent or detectable by sight, (i.e., no sign may be erected advertising the business on any lot; no visible storage of materials), sound, or smell from outside the dwelling; (iv) the business activity does not involve door-to-door solicitation of residents within the Property; (v) the business does not, in the Board of Directors' judgment, generate a level

of vehicular or pedestrian traffic or a number of vehicles parked within the Property which is noticeably greater than that which is typical of single-family residence in which no business activity is being conducted; (vi) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property as may be determined in the sole discretion of the Board of Directors; and (vii) the business does not require the installation of any machinery or equipment other than that customary to normal household operations. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family, regardless of whether or not the provider receives a fee, compensation, or other form of consideration, regardless of whether such activity engaged in is full or part-time; is intended to or does generate a profit; or a license is required. This restriction shall not, however, prevent the inclusion of permanent living quarters for domestic servants or to allow domestic servants to be domiciled with an owner or resident.

Notwithstanding the preceding restriction for use of a lot and/or dwelling as single-family residential purposes only as defined, this restriction shall not exclude from a lot any individual who is authorized to so remain by any state or federal law, i.e. Fair Housing Act of 1988, § 1, 42 U.S.C.A. § 3601 et seq. or Texas Fair Housing Act, Tex. Prop. Code Ann., § 301.023 (Vernon 1995, sup. 2001).

B. Paragraph 4 shall be deleted and restated as follows:

4. Leasing or exchanging of a lot and/or dwelling (collectively "Leasing") for a period of six (6) months or longer or temporary lease between Seller and Buyer of a lot and/or dwelling shall not be considered a business or trade within the meaning of Article IV paragraph 1 above. Rental, Leasing, sub-leasing or exchanging of a lot and/or dwelling or any part thereof for a period less than six (6) months other than a temporary lease as stated in the preceding shall be considered a short-term rental or exchange and shall be strictly prohibited, including but not limited to, apartment house, boarding house, Bed & Breakfast, Airbnb, vacation rentals by owner, HomeLink, HomeExchange, Intervac, Love Home Swap, CasaHop or any similar companies advertising on social media for short-term rentals, weekend or special events rentals or home exchanges.

All leases or exchange agreements (collectively "Lease") shall require, without limitation, that the tenant or lessee acknowledge receipt of a copy of the Unit II Restrictions, as amended and this Fifth Amendment, any applicable Supplemental Restrictions and all duly adopted rules, regulations, and policies of the Association. The Lease shall also obligate and bind the tenant and occupants to comply with the foregoing Governing Documents. Other than as stated in the preceding, any Lease that contains a termination provision that allows the tenant to terminate with notice within the first six (6) months shall be considered a short-term Lease and is prohibited. The owner shall be responsible and held accountable for the tenant, lessee and occupant and their compliance with this Article IV and all other terms and conditions contained in the Unit II Restrictions and other Governing Documents. The owner shall provide the Association a signed copy of the Lease within five (5) days of execution by the parties. Failure to do so shall be a violation of the Unit II Restrictions or other Governing

Documents. In the event a tenant, lessee or occupant violates any of the terms and conditions of the Unit II Restrictions or other Governing Documents of the Association, owner, after receipt of notice from the Association, shall take such necessary action to cause the tenant, lessee or occupant to comply with and conform to the applicable restrictions, rules, regulations and policies contained in the Governing Documents of the Association. If owner fails to do so, the Association may elect to proceed with enforcement remedies and owner shall indemnify the Association for all costs, including reasonable attorney's fees, incurred by the Association in connection with the enforcement action. The costs shall be assessed and charged as a specific assessment to the owner's property subject to the enforcement action.

No "time-share plan" or any similar plan of fragmented or interval ownership of said lot of single-family dwelling shall be permitted.

III. The definitions set forth in the Unit II Restrictions are hereby incorporated by reference, unless said terms are otherwise defined, amended or supplemented herein.

In the event of a conflict or discrepancy between the provisions in the Unit II Restrictions and Bylaws with the provisions contained in this Fifth Amendment, the provisions herein shall control as to the Property subject of this Fifth Amendment.

Except as modified by this Fifth Amendment, all other terms and conditions of the Unit II Restrictions and other Governing Documents shall remain in full force and effect.

MAIL-IN BALLOT

File No. **0000366760**
County Clerk, Aransas County, Texas

**ROCKPORT COUNTRY CLUB ESTATES HOME OWNER'S ASSOCIATION, INC.
ASSOCIATION-WIDE VOTE WITHOUT MEETING
UNIT II**

**TO VOTE ON THE
FIFTH AMENDMENT TO THE PROTECTIVE RESTRICTIONS AND COVENANTS
AND LANDOWNER'S AGREEMENT ROCKPORT COUNTRY CLUB ESTATES UNIT II**

The undersigned votes For Against *(check voter's choice)*
the Fifth Amendment to the Protective Restrictions and Covenants and Landowner's Agreement Rockport County Club Estates Unit II ("Fifth Amendment") by Rockport Country Club Estates Home Owner's Association, Inc., also known also Rockport Country Club Estates Homeowners Association ("Association"), in form attached hereto.

This mail-in ballot is for a Subdivision-wide vote of the Unit II Members without meeting and must be returned to the Association by 5:00 p.m. on February 1, 2019. If returned after such date and time, your vote will not be counted.

Witness my hand this ____ day of _____, 2018.

Member Name: _____
(Print)

Mailing Address: _____

Rockport Country Club Estates
Unit II Address: _____

Signature: _____

Please return the ballot by 5:00 p.m. on February 1, 2019 or it will not be counted.

Mail to:

Rockport Country Club Estates Home Owner's Association, Inc.
P.O. Box 1124
Rockport, Texas 78381

0000366760

File No. _____
County Clerk, Aransas County, Texas

ROCKPORT COUNTRY CLUB ESTATES HOMEOWNER'S ASSOCIATION

PO Box 1124
Rockport, TX 78381

Summary of Ballots Received

Protective Restrictions and Covenants and Landowner's Agreement for Rockport Country Club Estates – Short Term Rental Amendment

Unit	Number of eligible properties	Voted Yea	Voted Nay	% approved
1	296	163	16	55%
1-A	42	24	1	57%
2	250	139	12	54.8%
2-A	1	1	0	100%
3	51	30	2	58.8%

Total votes submitted – 388

Votes not arriving by the deadline – 1

Total number of properties includes single family residences and unimproved lots subject to the Protective Restrictions and Covenants and Landowner's Agreement pertaining to those units only.

**FILED FOR RECORD IN
OFFICIAL PUBLIC RECORDS**
AT 2:24 P.M. 7/45

*RCC Home Owners Ass
P. O. Box 1124
Rockport, TX 78381*

SCANNED

INDEXED

MAR 12 2019

STATE OF TEXAS – COUNTY OF ARANSAS
I hereby certify that this instrument was FILED on the date and at the time affixed
hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of
ARANSAS COUNTY, TEXAS, as stamped hereon by me.



Valerie K. Amason
VALERIE K. AMASON, COUNTY CLERK,
ARANSAS COUNTY, TEXAS
Will pickup