

CENTER POINT ESTATES (ALL SECTIONS) RESTRICTIONS

Volume 161, Page 308, Deed Records of Kerr County, Texas; Volume {PR,"insert volume number of first deed",IN1,1}, Page {PR,"insert page number of first deed",IN1,2}, Deed Records of Kerr County, Texas; Volume 1036, Page 112, Real Property Records of Kerr County, Texas, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

OTHER EXCEPTIONS

- An undivided non-participating royalty interest, reserved by Grantor as described in instrument from Elvin Barfield and wife, Lela A. Barfield to Kenneth M. Hodges and wife, Roberta Rooke Hodges, dated June 28, 1966, recorded in Volume 124, Page 423, Deed Records of Kerr County, Texas, reference to which instrument is here made for all purposes, together with all rights, expressed or implied in and to the property covered by this Policy arising out of or connected with said interests and conveyance. Title to said interest not checked subsequent to date of the aforesaid instrument.
- An undivided non-participating royalty interest, reserved by Grantor as described in instrument from Roland Walters and wife, Mary Walters to Jake W. Beasley, Leon R. Turner, George Strickhausen, III, Charles G. Beasley and John D. Blackburn, dated July 19, 1971, recorded in Volume 150, Page 522, Deed Records of Kerr County, Texas, reference to which instrument is here made for all purposes, together with all rights, expressed or implied in and to the property covered by this Policy arising out of or connected with said interests and conveyance. Title to said interest not checked subsequent to date of the aforesaid instrument.
- Building Set Back Lines as per the Restrictions recorded in Volume 161, Page 308, Deed Records of Kerr County, Texas; Volume {PR,"insert volume number of first deed",IN1,6}, Page {PR,"insert page number of first deed",IN1,7}, Deed Records of Kerr County, Texas; and Volume 1036, Page 112, Real Property Records of Kerr County, Texas.
- Telephone Line Right-Of-Way Easement dated October 15, 1975 to Hill Country Telephone Cooperative, Inc., recorded in Volume 15, Page 127, Easement Records of Kerr County, Texas.
- Mineral reservation by Grantor, as described in instrument from Ranchland Development Co. to {PR,"insert Grantee in mineral reservation in first deed",ST1,7}, dated {PR,"insert date of first deed for mineral reservation",DT2,7}, recorded in Volume {PR,"insert Volume number of first deed for min.reservation",IN1,7}, Page {PR,"insert page number",IN1,4}, {PR,"insert type of records for first deed for mineral reservatio",ST1,7} Records of Kerr County, Texas, reference to which instrument is here made for all purposes, together with all rights, expressed or implied in and to the property covered by this policy arising out of or connected with said interests and conveyance. Title to said interest not checked subsequent to date of aforesaid instrument.
- Annual assessments and/or current maintenance charges as set forth in instrument dated October 27, 1999, recorded in Volume 1036, Page 112, Real Property Records of Kerr County, Texas.
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER'S POLICY ONLY)

*First Deed
out of
Ranchland
Devel Co*

STATE OF TEXAS:
COUNTY OF KERR:

KNOW ALL MEN BY THESE PRESENTS That Ranchland Development Co., a Corporation Organized and Existing Under the Laws of the State of Texas, Acting Herein by and Through its duly Authorized President, Leon R. Turner, as President, Hereby Adopts and Approves the Map and Plat as shown hereon, and the Correct Representation of the Subdivision of the northern portion of a 983.892 acre tract of land as described in Vol. 151, Page 538-544, Kerr County Deed Records, being 99.432 acres out of the Benjamin B. Peck Survey No. 51, Kerr County, Texas, and Acknowledges that said Plat was Made From An Actual Survey on the Ground by the Surveyor Whose Name is Endorsed Hereon, and Hereby Dedicates to the Use of the Public For Road, A Strazis and Easements Thereon Shown Expressed as to be in Said Plat.

In witness Whereof, Ranchland Development Co., President, and its Common Seal, has hereunto Affixed by its Secretary on this the 22 Day of April, A.D. 1972.

ATTEST:
Leon R. Turner
Secretary
Ranchland Development, Co.

STATE OF TEXAS:
COUNTY OF KERR:

Before me the undersigned authority on this day personally appeared Leon R. Turner, President of Ranchland Development Co., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he was the act and deed of the said Ranchland Development Co., and that he executed the same as the act of such Corporation for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office, this the 22 day of April, A.D. 1972.

John H. Kitch
Notary Public in and for Kerr County, Texas
John H. Kitch

STATE OF TEXAS:
COUNTY OF KENDALL:

I Herby Certify That This Plat is True and Correct and Was Prepared From Actual Surveys Made on the Ground Under My Supervision.

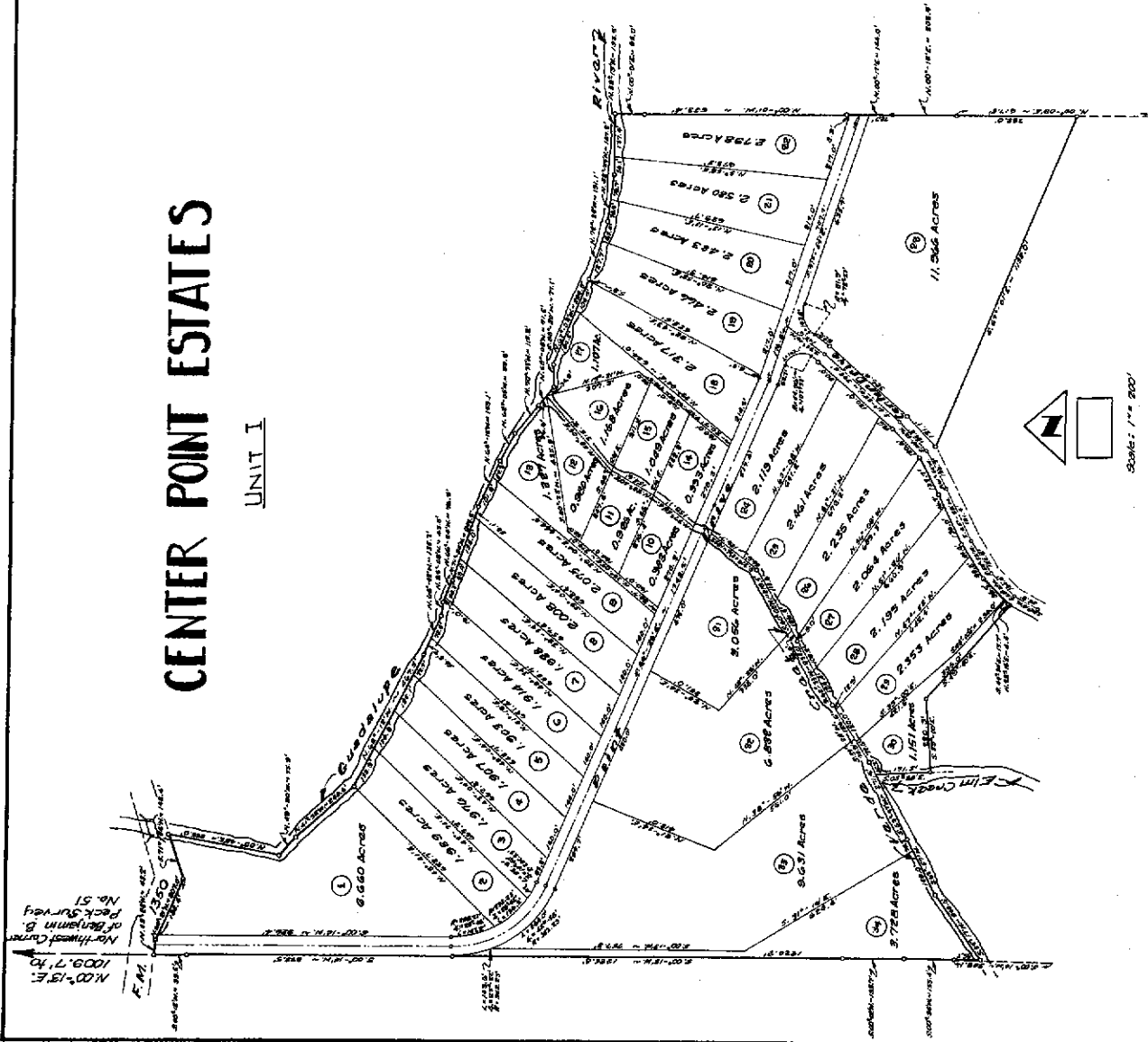
Edward Selway
Registered Professional Engineer No. 10095
Sworn to and Subscribed Before Me This 22nd Day of April, A.D. 1972

Charles O. Dwyer
Notary Public in and for Kendall County, Texas

APPROVED by the Commissioners's Court of Kerr County, Texas on the 22 Day of April, 1972 by Order No. 1132 of said Court.

Filed for Record on the 22 Day of April, 1972 at 2:30 o'clock P.M., and Recorded on the 22 Day of April, 1972 at 2:30 o'clock P.M. in Volume 9 at Page 97 of the Plat Records of Kerr County, Texas.

Emmie M. Mendenhall
Emmie M. Mendenhall, County Clerk
of Kerr County, Texas.



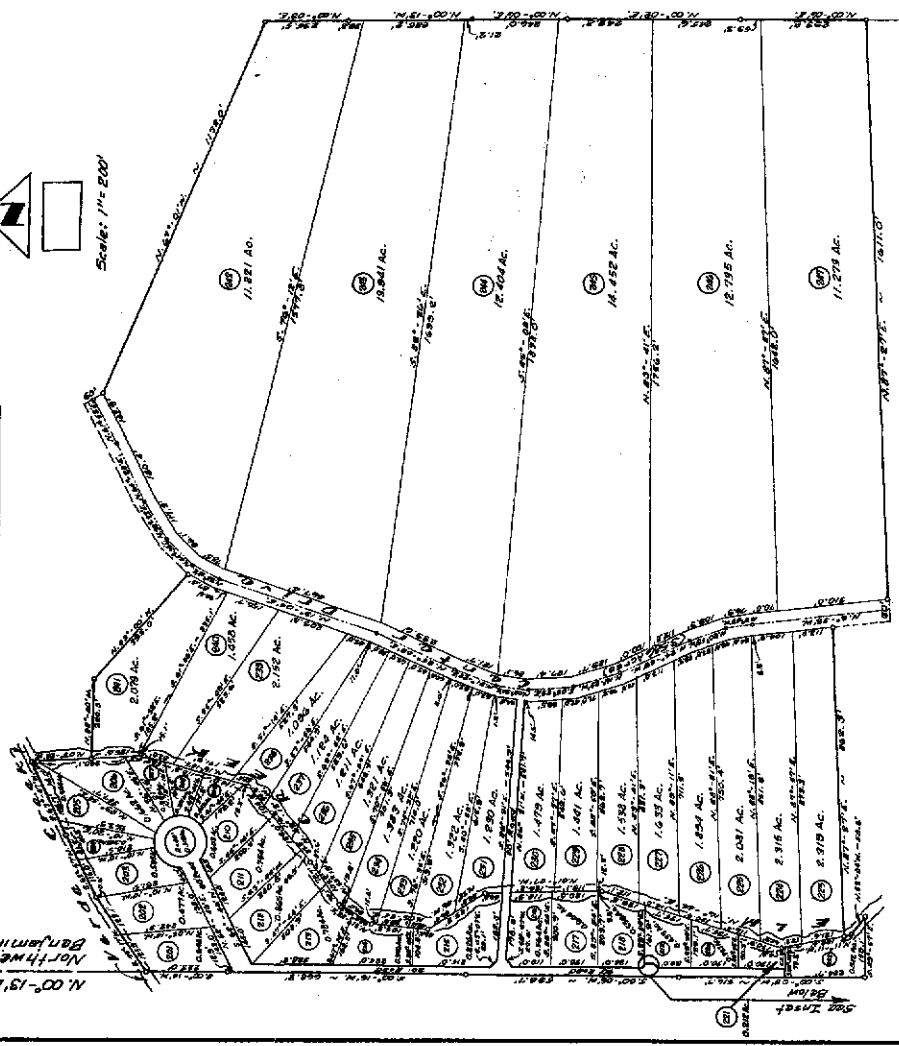
CENTER POINT ESTATES

UNIT II



Scale: 1"=200'

N. 00°-15'E. 9,602.7' to
Northwest Corner of
Benjamin B. Peck Survey No. 151



| CURVE DATA | |
|------------|---------|
| Lot | Radius |
| Lot 200 | 400.00' |
| Lot 201 | 400.00' |
| Lot 202 | 400.00' |
| Lot 203 | 400.00' |
| Lot 204 | 400.00' |

STATE OF TEXAS:
COUNTY OF KERR:

KNOW ALL MEN BY THESE PRESENTS That Ranchland Development Co., a Corporation Organized and Existing Under the Laws of the State of Texas, Acting Herein by and Through its duly Authorized President, Leon R. Turner, as President, Hereby Adopts and Accepts the Map and Plat as Shown, Herein as a True and Correct Representation of the Subdivision of a portion of a 983.892 acre tract of land as described in Vol. 151, Page 558-544, Kerr County Deed Records, being 124.236 acres out of the Benjamin B. Peck Survey No. 151, Kerr County, Texas and Acknowledges that said Plat was made from an Actual Survey on the Ground by the Surveyor General of the State of Texas, and that the same is subject to the Public Right of All Streets and Easements Thereon Shown and that the Purpose and Consideration Therein Expressed as Shown on said Plat.

In Witness Whereof, Ranchland Development Co., Has Caused These Presents to be Signed by its President, and its Common Seal to be Hereunto Affixed by its Secretary on this the 25 Day of June, A.D. 1972.

ATTEST:
[Signature]
Secretary
Ranchland Development Co.
by *[Signature]* Leon R. Turner

STATE OF TEXAS:
COUNTY OF KERR:

Before me the undersigned authority on this day personally appeared Leon R. Turner, President of Ranchland Development Co., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me the same was the act and deed of said Ranchland Development Co.; and that he executed the same as the act of such Corporation for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office, this the 25 Day of June, A.D. 1972.

[Signature]
Notary Public for Kerr County, Texas
EDGAR A. WALLACE

STATE OF TEXAS:
COUNTY OF KENDALL:

I Hereby Certify That This Plat is True and Correct and Was Prepared from Actual Surveys Made on the Ground Under My Supervision.

[Signature]
Registered Professional Engineer No. 16599
Sworn to and Subscribed Before Me This 25 Day of May, A.D. 1972.

[Signature]
Notary Public in and for Kendall County, Texas

APPROVED by the Commissioner's Court of Kerr County, Texas on the 26 Day of June, 1972 by Order No. 1122 for said Court to be recorded on the 16 Day of June, 1972 at 11:00 o'clock a.m. and recorded on the 16 Day of June, 1972 at 11:00 o'clock a.m. in Volume 3 of the Plat Records of Kerr County, Texas.

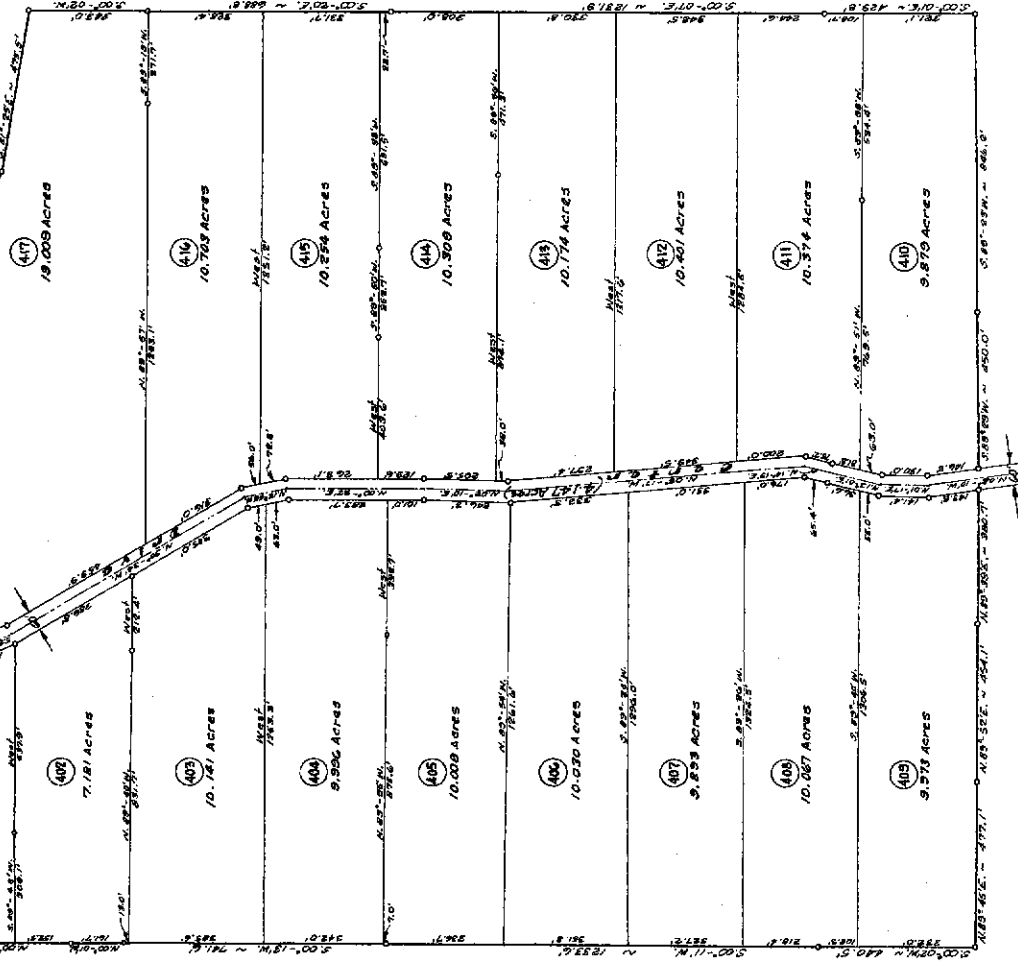
[Signature]
EMILIE M. MUENKER
County Clerk
of Kerr County, Texas.

CENTER POINT ESTATES

UNIT IV



Scale: 1" = 800'



STATE OF TEXAS:
COUNTY OF KERR:

KNOW ALL MEN BY THESE PRESENTS That Ranchland Development Co., a Corporation Organized and Existing under the Laws of the State of Texas, Acting herein by and through its duly Authorized President and Existing Vice President, Leon R. Turner, hereby Adopts and Accepts the Map and Plat of the Subdivision of a portion of a 989.852 acre tract of land as described in Vol. 151, Page 538-544, Kerr County Deed Records, being 119,279 acres out of the Benjamin B. Peck Survey No. 51, Kerr County, Texas and Acknowledges that said Plat was Made From an Actual Survey on the Ground by the Surveyor Whose Name is Endorsed Hereon, and hereby Dedicates to the Use of the Public forever, All Streets and Easements Thereon Shown and for the Purposes and Consideration therein Expressed as Shown on said Plat.

In Witness Whereof, Ranchland Development Co., Has Caused These Presents to be signed by its President, and its Common Seal to be Hereunto Affixed by its Secretary on This the 14th Day of April, A.D. 1972.

ATTEST:
Jeannie Kinkel
Secretary
Ranchland Development Co.
Leon R. Turner

STATE OF TEXAS:
COUNTY OF KERR:

Before me the undersigned authority on this day personally appeared Leon R. Turner, President of Ranchland Development Co., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me the same to be his act and deed of the said Ranchland Development Co., and that he executed the same as the act of such Corporation for the purposes and consideration therein expressed and in the context therein stated.

Given under my hand and seal of office, this the 14th day of April, A.D. 1972.

Jeannie Kinkel
Notary Public in and for Kerr County, Texas
Jeannie Kinkel

STATE OF TEXAS:
COUNTY OF KENDALL:

I Hereby Certify That This Plat is True and Correct and Was Prepared From Actual Surveys Made on the Ground Under My Supervision.

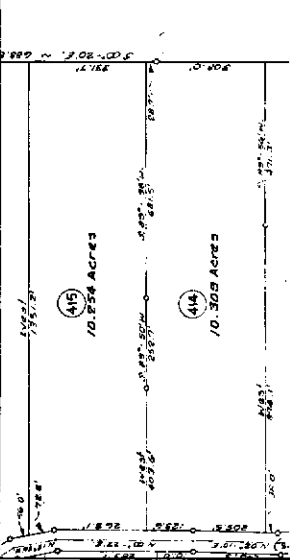
Walter Schaefer, Jr.
Registered Professional Engineer No. 16399
Walter Schaefer, Jr.

Sworn to and Subscribed Before Me This 14th Day of April, A.D. 1972.

Charles D. Dyer
Notary Public in and for Kendall County, Texas
Charles D. Dyer

APPROVED by the County's Court & Kerr County, Texas on the 22nd Day of April, 1972 by Order No. 114 of said Court and recorded on the 22nd Day of April, 1972 at 11:00 o'clock A.M. in Volume 9 at Page 22 of the Plat Records of Kerr County, Texas.

Emmie M. Muenker
Emmie M. Muenker, County Clerk
of Kerr County, Texas.



AS PLATTED V 3 P 98 PLAT RECORDS KERR COUNTY

and plat of lots 414 and 415 and of Center Point Estates Unit 4, has been submitted to and considered by the Commissioners' Court of Kerr County, Texas, and is hereby approved by such Court.

Dated this 13th day of June, 1989

Donny A. Spitzer
County Judge

I hereby certify that the subdivision platted herein meets with approval by the Post Office, regarding street names and addresses.

Donny A. Spitzer
County Judge

The designated County Official of Kerr County hereby certifies that this subdivision replat conforms to all requirements of the subdivision regulations of the County as to which his approval is required.

Phillip W. Miller
County Engineer

STATE OF TEXAS
COUNTY OF KERR

The owner of Lot 415 shown on this plat, and whose name is subscribed hereto, and in person or through a duly authorized agent, dedicates to the public forever all streets, alleys, parks, water courses, drains, easements, in all of the foregoing, and places thereon shown for the purpose and consideration therein expressed.

Phillip W. Miller
County Engineer

STATE OF TEXAS
COUNTY OF KERR

The owner of Lot 414 shown on this plat, and whose name is subscribed hereto, and in person or through a duly authorized agent, dedicates to the public forever all streets, alleys, parks, water courses, drains, easements, in all of the foregoing, and places thereon shown for the purpose and consideration therein expressed.

Donny A. Spitzer
County Judge

STATE OF TEXAS
COUNTY OF KERR

On this day personally appeared *Phillip W. Miller*, known to me to be the person whose name is subscribed to the foregoing instruments, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 13th day of June, 1989

Donny A. Spitzer
County Judge

STATE OF TEXAS
COUNTY OF KERR

On this day personally appeared *Phillip W. Miller*, known to me to be the person whose name is subscribed to the foregoing instruments, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

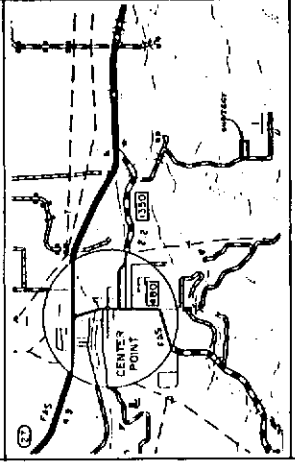
Given under my hand and seal of office this 13th day of June, 1989

Donny A. Spitzer
County Judge

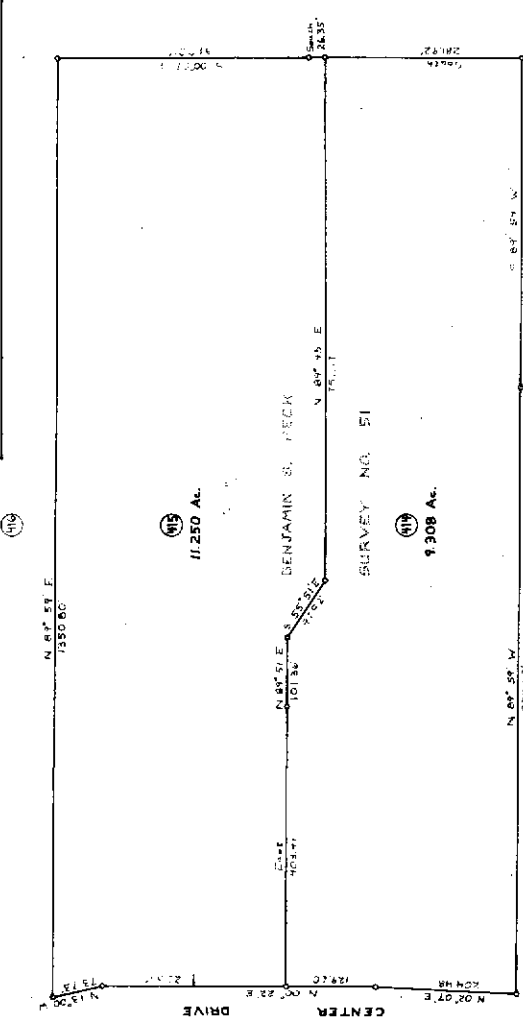
STATE OF TEXAS
COUNTY OF KERR

3397

VOLUME 6 PAGE 3



VICINITY MAP



Approved by the Commissioners' Court of Kerr County, Texas, on the 12th day of June, A.D., 1989 by Order No. 18749 of said Court and was filed for record on the 13th day of June, A.D., 1989 at 4:03 P.M. and was recorded on the 13th day of June, A.D., 1989 at 4:09 P.M. in Volume 6 at Page 3 of the Plat Records of Kerr County, Texas.

Donny A. Spitzer
County Judge

STATE OF TEXAS
COUNTY OF KERR

On this day personally appeared *Phillip W. Miller*, known to me to be the person whose name is subscribed to the foregoing instruments, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 13th day of June, 1989

Donny A. Spitzer
County Judge

STATE OF TEXAS
COUNTY OF KERR

On this day personally appeared *Phillip W. Miller*, known to me to be the person whose name is subscribed to the foregoing instruments, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 13th day of June, 1989

Donny A. Spitzer
County Judge

STATE OF TEXAS
COUNTY OF KERR

On this day personally appeared *Phillip W. Miller*, known to me to be the person whose name is subscribed to the foregoing instruments, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 13th day of June, 1989

Donny A. Spitzer
County Judge

STATE OF TEXAS X 560

COUNTY OF KERR X CENTER POINT ESTATES RESTRICTIONS

WHEREAS, RANCLAND DEVELOPMENT COMPANY, a Texas Corporation, hereinafter called DEVELOPER, owns that certain property known as CENTER POINT ESTATES, and other acreage, all being the identical property described in a Warranty Deed recorded in Volume 151, Page 538-544, of the Deed Records of Kerr County, Texas;

AND WHEREAS, DEVELOPER desires to improve, use, and sell said lands in an orderly manner and to enhance the permanent value thereof for the mutual benefit of all subsequent owners;

NOW, THEREFORE, DEVELOPER hereby adopts and imposes the following restrictions, reservations, and covenants, hereinafter called restrictions, upon each and every tract of land shown upon any recorded plat of CENTER POINT ESTATES, or shown upon any recorded plat of any Unit thereof including all plats now recorded and plats of additional Units hereafter recorded in the Plat Records of Kerr County, Texas, to which plats and their record reference is here made for all purposes, such restrictions to be covenants running with the land, to-wit:

1. Use - Each tract shall be used primarily for residential purposes and only one single family residence shall be constructed on any one tract. No building erected on any tract shall be erected nearer than twenty (20) feet to any boundary of said tract. No tract is to be subdivided after its initial sale by DEVELOPER. DEVELOPER reserves the right to resubdivide all or any part of the remainder of CENTER POINT ESTATES into smaller or larger tracts as DEVELOPER deems proper in its sole discretion. No mobile homes, trailers, or temporary structure of any sort shall be used as a residence on said tracts whether or not same is placed on a foundation of any type without first obtaining DEVELOPER'S express written consent thereto.

2. Size - The principle residential structure on any one tract shall contain a minimum of 1,000 square feet of living area.

3. Animals - No swine shall be kept on said tracts. Other animals, such as horses, cows, sheep, or goats, may be kept only with prior written consent of DEVELOPER or its authorized agents. No commercial use of said tracts for breeding, fattening, keeping, or selling of any animals shall be permitted.

4. Construction - Any building erected on said tracts, which is constructed of wood, stucco, cement, or metal shall be stained, or painted, or have the color mixed in the final coat. Any construction commenced upon any structure on any said tract must be completed within one year of the time construction was initiated.

5. Firearms - There shall be no deer hunting of any kind nor the discharge of deer rifles on any tract in CENTER POINT ESTATES.

6. Sewage - All toilets shall be indoor. No sewage disposal system, sanitary system, cesspool, or septic tank shall be constructed, altered, or allowed to remain or be used in any tract unless fully approved as to operation, design, capacity, location, and construction by all proper public health agencies of the State of Texas and the County of Kerr and in compliance with the regulations of any political subdivision of the State of Texas.

7. Nuisance - No tract shall be occupied or used for any noxious or offensive activity and nothing shall be done or permitted to be done on said tract which is a nuisance or might become a nuisance to the owners of any surrounding tracts including the disposal of trash, garbage, and junked cars. Garbage, trash, and junk shall be hauled away at least once every two weeks and shall be kept in covered containers.

8. Timber, Dirt, Minerals - The only drilling activity permissible on any tract shall be to obtain water. No timber, dirt, or minerals of any kind shall be removed for commercial purposes from any tract by the purchaser thereof.

9. Streets, Roads, Easements - The existing streets, roads, and easements in CENTER POINT ESTATES both visible and apparent on the ground and as reflected by the Plat Records of Kerr County, Texas (including plats of additional Units of CENTER POINT ESTATES which may be recorded hereafter) are hereby dedicated to public use. Each tract and any instrument pertaining to such tract or to the title thereto is hereby expressly made subject to all such streets, roads, and easements. DEVELOPER, its successors, and assigns, shall not be liable for any damage to any tract or any improvement thereon arising from the installation of any utilities in or on such streets, roads, and easements.

10. Duration - These restrictions, covenants, and reservations may be amended at any time by those persons or legal entities buying pursuant to contract or owning no less than 75% of the acreage originally comprising CENTER POINT ESTATES. A control committee, hereinafter called the COMMITTEE, comprised solely of three officers or directors of DEVELOPER, shall have the sole right to enforce, alter, or amend any restriction, reservation, or covenant herein contained, without further notice, until such time as at least 75% of the original acreage of CENTER POINT ESTATES is sold or has been contracted to be sold. Thereafter, the persons or entities owning or buying each tract shall succeed DEVELOPER'S officers and directors on the COMMITTEE and shall comprise the COMMITTEE and each tract shall be allotted one vote concerning further operation of the COMMITTEE. At such time the COMMITTEE shall have the sole responsibility of enforcing, maintaining, altering, or amending these restrictions and covenants (excepting easements) or adding thereto, and DEVELOPER shall have no liability therefor. Enforcement of these restrictions shall be by proceedings at law or in equity to restrain violations or to recover damages, against any person or persons violating or attempting to violate any covenant, and available to any tract owner, and the violator shall be liable for all court costs and reasonable attorney's fees incurred thereby.

12. Other Sales - DEVELOPER expressly reserves the right not to attach or impose these restrictions on any acreage in CENTER POINT ESTATES unless the same is platted now or hereafter of record as a Unit of CENTER POINT ESTATES.

13. Zoning - All zoning and other laws, rules and regulations of any government or subdivision thereof under whose jurisdiction said land lies are considered to be a part hereof and enforceable hereunder and all owners of said lands shall be bound by such laws, rules and regulations as they now exist or may hereafter come into effect.

14. Successors and Assigns - These restrictions shall be binding upon and for the benefit of all successors, and assigns of DEVELOPER.

ADOPTED this 14th day of April, 1972.

RANCLAND DEVELOPMENT COMPANY,
DEVELOPER

BY: Leon R. Turner
Leon R. Turner, its President

ATTEST:

Van S. Poorman
Van S. Poorman, its Secretary

THE STATE OF TEXAS X

THE COUNTY OF KERR X

Before me, the undersigned authority, on this day personally appeared Leon R. Turner, President of Ranchland Development Company, a corporation, 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 and as the act and deed of said corporation.

Given under my hand and seal of office on this the 8th day of February, 1973.

FILED FOR RECORD

at 4:40 o'clock P. M.

Edgar A. Wallace
Notary Public, Kerr County, Texas

FEB 9 1973

Emmie M. Muenker
Clerk County Court, Kerr County, Texas

Edgar A. Wallace
Notary Public
Kerr County, Texas

Gerold M. Muenker Deputy

- 3 -

Filed for record February 9, 1973 at 4:40 o'clock P. M.
Recorded February 13, 1973
EMMIE M. MUENKER, Clerk

By Margaret Muenker Deputy

DC265/a:5511.2a/9/9/99

08810**VOL 1036 PAGE 112**

**AMENDED DECLARATION OF COVENANTS
AND RESTRICTIONS FOR
CENTER POINT ESTATES UNITS 1, 2 AND 4**

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KERR §

WHEREAS, Ranchland Development Company, a Texas Corporation, as Developer caused to be filed that certain Center Point Estates Restrictions dated April 14, 1972 of record in Volume 161, Page 308 of the Deed Records of Kerr County, Texas thereby encumbering that certain property ("Property") described in a deed recorded in Volume 151, Pages 538-544 of the Deed Records of Kerr County, Texas as platted or replatted as Center Point Estates or as units thereof and filed of record in Kerr County, Texas; and

WHEREAS, portions of the Property were platted as (i) Center Point Estates Unit 1 recorded in Volume 3, Page 97, Plat Records of Kerr County, Texas; (ii) Center Point Estates Unit 2 recorded in Volume 3, Page 103, Plat Records of Kerr County, Texas; and (iii) Center Point Estates Unit 4 recorded in Volume 3, Page 98, Plat Records of Kerr County, Texas; (all of the above property described in the afore referenced plats herein collectively referred to as "Restricted Property" or "Center Point Estates"); and

WHEREAS, Tracts 414 and 415 out of Center Point Estates Unit IV were replatted by Replat of record in Volume 6, Page 3 of the Plat Records of Kerr County, Texas (the "Replat"); and

WHEREAS, the undersigned are owners ("Owners") of Tracts in the Restricted Property collectively comprising at least 75% of the total acreage of the Restricted Property; and

WHEREAS, the Owners deem it in the best interest of Owners and of persons who may subsequently purchase Tracts in the Restricted Property that there be established and maintained a uniform plan of development, improvement and maintenance of the Restricted Property and in furtherance of this goal, the Owners hereby adopt, establish, promulgate and impress upon the Restricted Property the following Amended Declaration of Covenants and Restrictions and that these amended restrictions shall supercede and take the place of all previous restrictions and covenants of record in Volume 161, Pages 308-310 of the Deed Records of Kerr County, Texas; provided that these amended restrictions and covenants shall not, however, effect the validity or enforceability of such previous restrictions and covenants during the times same were in effect.

NOW THEREFORE, it is hereby declared that all of the Restricted Property shall be held, transferred, conveyed, improved and occupied in accordance with the covenants, conditions and easements as hereinafter set forth and the Restricted Property shall be subject to the restrictions set forth herein which shall run with the Restricted Property and be binding on all parties having an interest therein.

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1225

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DC265/a:5511.2a/9/9/99

INTEGRATION, DEDICATION, RESERVATIONS

1. Each Contract, Deed, Deed of Trust or Contract for Deed, which may be hereafter executed with respect to any property within the Restricted Property shall be deemed and held to have been executed, delivered and accepted subject to all of the provisions, reservations, restrictions, covenants, conditions and easements herein set forth, regardless of whether or not any such provisions are set forth in said Contract, Deed, Deed of Trust, or Contract for Deed, and whether or not referred to in any such instrument.
2. The streets and roads shown on said recorded plats of Center Point Estates Units 1, 2 and 4 and on the Replat are dedicated to the use of the public. The utility easements shown thereon are dedicated subject to the reservations hereinafter set forth. The Association shall not be liable for any damage to any Tract or improvement thereon arising from the installation of any utilities in or on such streets, roads or easements.
3. The utility easements shown on the above referenced recorded plats and the Replat are dedicated with the reservation that such utility easements are for the use and benefit of public utility companies as well as for the owners of Tracts in the Restricted Property to allow for the construction, repair, maintenance and operation of a system or systems of electric light and power, telephone lines, television cable lines, gas, water, sanitary sewers, storm sewers and any other utility or service.
4. The title conveyed to any Tract in the Restricted Property shall not be held or construed to include the title to the water, gas, electricity, telephone, storm sewer or sanitary sewer lines, poles, pipes, conduits or other appurtenances or facilities constructed by public utility companies upon, under, along, across or through such public utility easements.

ARTICLE I**DEFINITIONS**

1. "Association" shall mean and refer to Center Point Estates Property Owners Association, and its successors and assigns.
2. "Declaration" shall mean and refer to this Amended Declaration of Covenants and Restrictions for Center Point Estates Units 1, 2 and 4 and the Replat.
3. "Tract" shall mean any parcel of land identified by number upon the recorded plats of Center Point Estates Unit 1, 2, and 4 and the Replat. When adjoining Tracts are owned by the same Owner, all such adjoining Tracts will be considered as a single Tract for voting and assessment purposes.

DC265/a:5511.2a/9/9/99

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4. "Owner" shall mean and refer to the person or persons, entity or entities, who either own of record fee simple title to a Tract, or have entered as an original party, successor or assignee into a Contract of Purchase and Sale for a Tract; the term "Owner" to exclude any person or entity having an interest in a Tract merely as security for the performance of an obligation. The Association, under no circumstances, shall be deemed an Owner pursuant hereto.

5. "Property" shall mean that certain property described in the plats of Center Point Estates Units 1, 2 and 4 and the Replat.

6. "Member" shall mean and refer to every person or entity who holds membership in the Association.

7. "Single Family Residence" shall refer to a structure containing one dwelling unit only and occupied by not more than one family.

8. "Board" shall refer to the Board of Directors of the Association.

9. "Improvements" shall include, but shall not be limited to the erection of any structure, including but not limited to additions to, or alterations of, any buildings, detached buildings, storage buildings, tool sheds, kennels or other buildings for the care of animals, and greenhouses (all such detached buildings being hereinafter referred to as "Outbuildings"); the erection of any fence; the erection of any radio or television antennae, satellite receiver and/or other communication signals; the moving of any structure from another location to a Tract; the grading, scraping, excavation, or other rearranging of the surface of any Tract; the construction of any driveway, alleyway, walkway, entryway, patio or other similar item, and the alteration or replacement of any exterior surface, including the repainting of any painted surfaces and the painting of formerly unpainted surfaces.

ARTICLE II

MEMBERSHIP/BOARD/ANNUAL MEETING

1. Every person or entity who is a record owner of a fee interest in any Tract shall be members of the Association, provided however, the foregoing does not include those persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Tract. Ownership of such Tracts shall be the sole qualification for membership. All present or future owners are subject to the terms of this Declaration and mere acquisition of any Tract will signify that this Declaration is accepted, confirmed and ratified.

2. It is specifically understood that a portion of the property may be sold to the State of Texas pursuant to the Texas Veteran's Land Board program. Notwithstanding the fee interest of the State arising from such sale, the State shall not be considered to be an "owner" or "member" under the terms of this Declaration. Nor shall the State be responsible for payment of the annual

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assessment provided for herein. Instead, the veteran contracting to purchase any Tract from the State of Texas shall be considered as the Owner of any such Tract and shall additionally be considered a member of the Association, and shall be personally responsible for payment of the annual assessment provided for herein. The mere execution of contract of sale between a veteran and the State of Texas for any Tract in the Restricted Property shall signify that such veteran accepts, ratifies, and will comply with the terms of this Declaration.

3. The Board shall be initially comprised of three (3) directors who shall be elected by majority vote of the Members, then entitled to vote, who vote in person or by proxy at an annual meeting of the Members, who shall serve for a period of three (3) years, except for the initial Board, when one (1) director shall be elected for one (1) year and one (1) director shall be elected for two (2) years and one (1) director shall be elected for three (3) years; thereafter, directors of the Board shall be elected for three (3) year terms. In the event that a director resigns, his/her replacement shall be named by the remaining directors and shall serve the remainder of the unexpired term. Election of directors shall occur at the prescribed annual meeting of the members. An election committee shall be appointed by the president of the Board to secure a slate of directors which will be presented to the members through the notice of the annual meeting notification and at the annual meeting. Nominations from the floor will be accepted provided such nominee has agreed in writing to serve as director, if elected. Officers of the Association shall be elected by the directors at the annual meeting of the members.

ARTICLE III

VOTING RIGHTS

1. Each Member shall be entitled to one vote for each Tract owned as defined in paragraph 3 of Article I hereof. When more than one person holds an interest in any Tract, all such persons shall be members, and the vote for such Tract shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Tract.

ARTICLE IV

POWER AND DUTIES OF THE ASSOCIATION

Center Point Estates Property Owners Association shall have the following powers and duties, whenever, in the exercise of its discretion, it may deem them necessary and advisable:

1. To enforce this Declaration either in its own name or in the name of any owner within the Restricted Property.
2. To maintain all property owned by the Association, if any.
3. To borrow money by and through the Board, providing the borrowing of funds is approved and sanctioned by a two-thirds (2/3) vote of the membership at a meeting called for the purpose of such determination.

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4. To construct improvements to property owned by the Association or along easements reserved for utilities.
5. To pay over or convey, in the event of dissolution of the Association, the assets of the Association to one or more exempt organizations of the kind described in Section 501(c) of the Internal Revenue Code of 1954, as amended from time to time.
6. To do any and all other matters and take all other action required to conduct and transact the business of the Association.
7. The Association shall have the right to expend its funds for the above-mentioned purposes as said Association acting through its Board may deem advisable for the general welfare of the property owners in Center Point Estates.

ARTICLE V

MAINTENANCE ASSESSMENTS

1. Creation of the Lien & Personal Obligation of Assessments. By purchase of a Tract which is subject to these covenants, conditions, and restrictions, each member is deemed to covenant and agree to pay to the Association annual assessments or charges and special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall be the personal obligation of the person who was the owner of such Tract at the time when the assessment was due, however, such obligation shall not pass to their successors in interest, unless expressly assumed by them.
2. Purpose of Assessments. The purpose of the assessments levied by the Association shall be used exclusively by it to enforce these covenants, conditions, and restrictions and for the purposes of exercising those powers and duties conferred upon the Association by Article IV above. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Restricted Property and for the improvement and maintenance of any property owned by the Association or along easements reserved for utilities.
3. Uniform Rate. The assessment shall be fixed at a uniform rate for each Tract as determined by the Board and shall be collected on an annual basis except as to the contrary hereafter provided.
4. Initial Assessment - Non-Payment of Assessments. Assessments shall commence as of the Effective Date of this Declaration and shall be due and payable on or before the 1st day of each month thereafter. If not paid within thirty (30) days of such due date, the assessment shall bear interest at the rate of eight percent (8%) per annum until paid. The Association may bring an action at law against the Owner personally

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obligated to pay the assessment and the interest, costs and reasonable attorney's fees of any such action shall be recoverable or otherwise added to the amount of such assessment. Any Owner failing to pay the assessment shall forfeit all right to vote and to use the property owned by the Association until same has been paid. The specific remedies referred to herein shall not preclude the Association from exercising any other remedies provided at law or in equity and such remedies shall be considered as cumulative.

5. Amount of Assessment. (a) From the Effective Date of this Declaration and continuing 15 months after such date (the "Startup Period"), the amount of the assessment shall be ten dollars (\$10.00) per month per Tract payable monthly on the first day of each month until the expiration of the Startup Period. After the expiration of the Startup Period and at the direction of the Board, the assessment shall revert to an annual assessment of \$24.00 per year per Tract.

(b) In the event the Board determines that the \$24.00 per year per Tract is insufficient to provide the financial needs of the Association due to enforcement expenses and other uses authorized in Article IV hereof, then and in such event, the Board may change the amount and frequency of payment of the assessment for a temporary period of time until the financial security of the Association has been restored; provided that the frequency of payment shall be no more frequent than monthly and the amount shall not exceed \$10.00 per month per Tract, unless two-thirds (2/3) of the members of the Association then entitled to vote at such time, who vote in person or by proxy, approve a more frequent and/or greater amount of such temporary assessment at a meeting called for such purpose. Once the financial security of the Association has been restored, the assessment shall revert to \$24.00 per year per Tract.

(c) The Board may set the annual assessment for any year at less than \$24.00 per year per Tract; however, the Board shall not be entitled to increase the annual assessment above \$24.00 per year per Tract unless two-thirds (2/3) of the Members then entitled to vote, who vote in person or proxy, approve such increase at a meeting called for such purpose; temporary assessments provided for in (b) above being excluded from the requirement for Members' approval except as specifically provided in (b) above.
6. Notice. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year the Startup Period expires. The Board of Directors shall fix the amount of the annual assessment against each Tract at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Board setting forth whether the assessments on a specified Tract have been paid. A properly executed certificate of the Association as to the status of assessment on a Tract is binding upon the Association as of the date of its issuance.

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ARTICLE VI**RESTRICTIONS**

1. **Use.** Each Tract shall be used primarily for residential purposes and except as provided in paragraph 9 of this Article VI, only one single family residence shall be constructed on any one Tract. No building erected on any Tract shall be erected nearer than twenty (20) feet to any boundary of said Tract. No mobile homes, manufactured homes, house trailers, motor homes or temporary structures of any kind, whether or not same is placed on a foundation of any type, shall be used as a residence or for storage on any Tract.
2. **Size.** The principle residential structure on any one Tract shall contain a minimum of 1,500 square feet of living area.
3. **Animals.** No swine shall be kept on any Tract. Horses, mules, donkeys, cows, sheep and goats may be maintained and kept on a Tract in numbers not to exceed one (1) animal per one (1) acre. All other animals except swine, may be kept only with the prior written consent of the Board. Owners of livestock and pets shall be responsible for their containment within their property boundaries and are responsible for damages of any kind arising from such animals straying from their property. Owners are entitled to use any means not otherwise prohibited in these restrictions to protect their livestock, pets, or vegetation from damage by domestic or wild animals straying onto their property.
4. **Construction.** Any building erected on any Tract, which is constructed of wood, stucco, cement, or metal shall be stained or painted, or have the color mixed in the final coat. Any construction commenced on any Tract must be completed within one year of the time construction was initiated unless written consent is obtained from the Board.
5. **Hunting.** There shall be no deer hunting of any kind on any Tract in Center Point Estates.
6. **Sewage.** All toilets shall be indoor. No sewage disposal system, sanitary system, cesspool or septic tank shall be constructed, altered or allowed to remain or be used on any Tract unless fully approved as to operation, design, capacity, location and construction by all proper public health agencies of the State of Texas and the County of Kerr and in compliance with the regulations of Kerr County and of any political subdivision of the State of Texas.
7. **Nuisance.** No Tract shall be occupied or used for any noxious or offensive activity and nothing shall be done or permitted to be done on a Tract which is a nuisance or might become a nuisance to the owners of any surrounding Tracts including the disposal of trash, garbage and junked cars. Garbage, trash and junk shall be hauled away at least once every two weeks and shall be kept in covered containers.
8. **Commercial Use.** No part of any Tract shall be used as a feedlot or for any other commercial purpose, except the foregoing shall not be construed to prevent an Owner from engaging in the raising of fruit, vegetables, orchards, gardens or other agricultural products or rendering professional services of a purely personal nature so long as such services or products do

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not attribute to the Tract or any part thereof any appearance of a commercial nature. Business parking lots, signs, commercial truck traffic for business purposes shall not be permitted. Horse raising and/or breeding, subject to paragraph 3 of this Article VI are not considered commercial use as defined in this paragraph 8.

9. Mother-in-laws Quarters. Separate living quarters designed and occupied solely and specifically for the elderly parent(s) of any Owner are permitted only if such quarters are approved in writing by the Board and provided that such quarters comply with all restrictions of this Article VI, except square footage of living area.

ARTICLE VII

GENERAL PROVISIONS

1. Enforcement. The Association through the Board or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

3. Duration - Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time by an instrument signed by the Owners of at least seventy-five (75%) of the total acreage of the Restricted Property who are then entitled to vote, who vote in person or by proxy to approve an amendment at a meeting called for such purpose. Any amendment must be recorded in the Real Property Records of Kerr County, Texas.

4. Multiple Counterparts. The Declaration may be executed in multiple counter parts and all such executed counter parts shall constitute one document. The individual signature pages for each Owner executing this Declaration shall be attached hereto and become a part of this Declaration as though originally signed by such Owner on the Effective Date.

IN WITNESS WHEREOF, the undersigned Owners have hereunto caused this instrument to be executed as of the date of their respective acknowledgments; but effective the 27th day of October, 1999 (the "Effective Date").

Filed by & Return to:
FRANK KEITH
HC 1 BOX 591
Center Point, TX 78010

FILED FOR RECORD
at 10:20 o'clock A.M.
OCT 27 1999

JANNETT RIERER
Clerk County Court, Kerr County, Texas
Deputy

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Tract No.(s) 410

The undersigned Owners of Tract No.(s) 410 hereby
execute and adopt the Amended Declaration of Covenants and Restrictions For Center Point Estates
Units 1, 2 and 4 as of the date of the acknowledgment below.

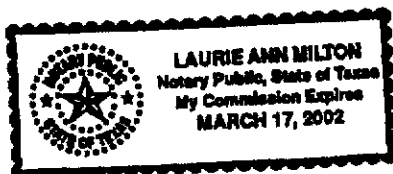
Lester B BarksdaleFrances Barksdale

THE STATE OF TEXAS §

COUNTY OF KUN §

BEFORE ME, the undersigned authority, on this day personally appeared
LESTER B. BARKSDALE + FRANCES BARKSDALE, known to me
to be the person(s) whose name(s) are subscribed to the Amended Declaration of Covenants
and Restrictions For Center Point Estates Unit 1, 2 and 4 and acknowledged to me that such
person(s) executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 1st day of
OCTOBER, 1999.



Laurie Ann Milton
NOTARY PUBLIC, STATE OF TEXAS

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Tract No.(s) 231 - 232 - 233

The undersigned Owners of Tract No.(s) 231 + 232 + 233 hereby execute and adopt the Amended Declaration of Covenants and Restrictions For Center Point Estates Units 1, 2 and 4 as of the date of the acknowledgment below.

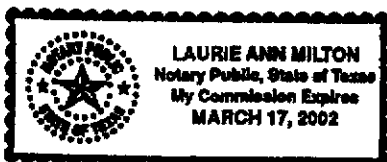
Jean W. Bellis

THE STATE OF TEXAS §

COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared JEAN W. BELLIS, known to me to be the person(s) whose name(s) are subscribed to the Amended Declaration of Covenants and Restrictions For Center Point Estates Units 1, 2 and 4 and acknowledged to me that such person(s) executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 30th day of SEPTEMBER, 1999.



Laurie Milton
NOTARY PUBLIC, STATE OF TEXAS

DC265/a:5511.2a/9/9/99

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Tract No.(s) 228

The undersigned Owners of Tract No.(s) 228 hereby
execute and adopt the Amended Declaration of Covenants and Restrictions For Center Point Estates
Units 1, 2 and 4 as of the date of the acknowledgment below.

Roma Bryant

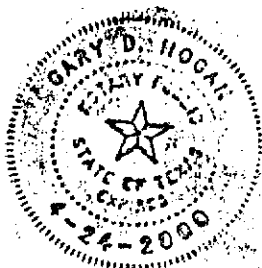
RECORDER'S NOTE
AT TIME OF RECORDATION INSTRUMENT FOUND
TO BE INADQUATE FOR BEST PHOTOGRAPHIC
REPRODUCTION DUE TO DEPTH & DARKNESS OF
PRINT, COLOR OF PRINT OR INK, BACKGROUND OF
PAPER, ILLEGIBILITY, CARBON OR PHOTO COPY, ETC.

THE STATE OF TEXAS §

COUNTY OF Kerr §

BEFORE ME, the undersigned authority, on this day personally appeared
Roma Bryant, known to me
to be the person(s) whose name(s) are subscribed to the Amended Declaration of Covenants
and Restrictions For Center Point Estates Unit 1, 2 and 4 and acknowledged to me that such
person(s) executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 21 day of
September, 1999.



Gregory D. Hogan
NOTARY PUBLIC, STATE OF TEXAS
Kerr County

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Tract No.(s) 403

The undersigned Owners of Tract No.(s) (LOT) 403 hereby execute and adopt the Amended Declaration of Covenants and Restrictions For Center Point Estates Units 1, 2 and 4 as of the date of the acknowledgment below.

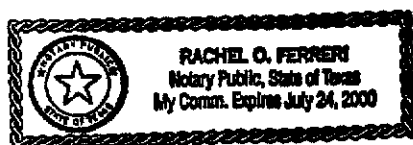
Betty Baker Burns

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Betty BAKER BURNS, known to me to be the person(s) whose name(s) are subscribed to the Amended Declaration of Covenants and Restrictions For Center Point Estates Unit 1, 2 and 4 and acknowledged to me that such person(s) executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 7th day of October, 1999.



Rachel O. Ferren
NOTARY PUBLIC, STATE OF TEXAS

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Tract No.(s) 28+29

The undersigned Owners of Tract No.(s) 28+29 hereby
execute and adopt the Amended Declaration of Covenants and Restrictions For Center Point Estates
Units 1, 2 and 4 as of the date of the acknowledgment below.

VERNA MAE CRUTCHFIELD

THE STATE OF TEXAS §

COUNTY OF Kerr §

BEFORE ME, the undersigned authority, on this day personally appeared
VERNA MAE CRUTCHFIELD, known to me
to be the person(s) whose name(s) are subscribed to the Amended Declaration of Covenants
and Restrictions For Center Point Estates Unit 1, 2 and 4 and acknowledged to me that such
person(s) executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 21st day of
September, 1999.



Laurie Ann Milton
NOTARY PUBLIC, STATE OF TEXAS

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Tract No.(s) 404

The undersigned Owners of Tract No.(s) 404 hereby execute and adopt the Amended Declaration of Covenants and Restrictions For Center Point Estates Units 1, 2 and 4 as of the date of the acknowledgment below.

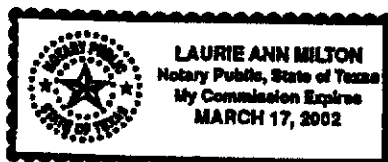
Marilynn DavisDoyle G. Davis

THE STATE OF TEXAS §

COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared MARILYNN + DOYLE DAVIS, known to me to be the person(s) whose name(s) are subscribed to the Amended Declaration of Covenants and Restrictions For Center Point Estates Units 1, 2 and 4 and acknowledged to me that such person(s) executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 5th day of OCTOBER, 1999.



Laurie Ann Milton
NOTARY PUBLIC, STATE OF TEXAS

DC265/a:5511.2a/9/9/99

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Tract No.(s) 411

The undersigned Owners of Tract No.(s) 411 hereby
execute and adopt the Amended Declaration of Covenants and Restrictions For Center Point Estates
Units 1, 2 and 4 as of the date of the acknowledgment below.

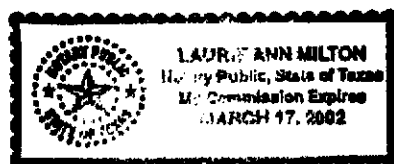
James P. DuncanMamie Duncan

THE STATE OF TEXAS §

COUNTY OF Kerr §

BEFORE ME, the undersigned authority, on this day personally appeared
JAMES P. DUNCAN, known to me
to be the person(s) whose name(s) are subscribed to the Amended Declaration of Covenants
and Restrictions For Center Point Estates Unit 1, 2 and 4 and acknowledged to me that such
person(s) executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 21ST day of
September, 1999.

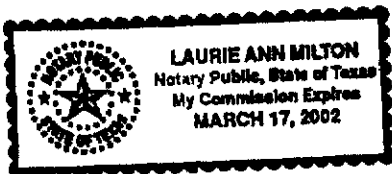
Laurie Ann Milton
NOTARY PUBLIC, STATE OF TEXAS

DC265/a:5511.2a/9/9/99

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Tract No.(s) Lot 2

The undersigned Owners of Tract No.(s) Lot 2 hereby
execute and adopt the Amended Declaration of Covenants and Restrictions For Center Point Estates
Units 1, 2 and 4 as of the date of the acknowledgment below.

W. Grady Fort

THE STATE OF TEXAS §

COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared
W. GRADY FORT, known to me
to be the person(s) whose name(s) are subscribed to the Amended Declaration of Covenants and
Restrictions For Center Point Estates Units 1, 2 and 4 and acknowledged to me that such person(s)
executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 28th day of
SEP, 1999.

Laurie Milton
NOTARY PUBLIC, STATE OF TEXAS

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Tract No.(s) 334344

The undersigned Owners of Tract No.(s) 334344 hereby execute and adopt the Amended Declaration of Covenants and Restrictions For Center Point Estates Units 1, 2 and 4 as of the date of the acknowledgment below.

Stephen A. GallandAletha A. Galland

THE STATE OF TEXAS §

COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared STEPHEN A. GALLAND & ALETHA A. GALLAND, known to me to be the person(s) whose name(s) are subscribed to the Amended Declaration of Covenants and Restrictions For Center Point Estates Unit 1, 2 and 4 and acknowledged to me that such person(s) executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 29th day of SEPTEMBER, 1999.



Laurie Ann Milton
NOTARY PUBLIC, STATE OF TEXAS

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Tract No.(s) 30, 239, 240, 241

The undersigned Owners of Tract No.(s) 30, 239, 240, 241 hereby execute and adopt the Amended Declaration of Covenants and Restrictions For Center Point Estates Units 1, 2 and 4 as of the date of the acknowledgment below.

Melanie J. Gross

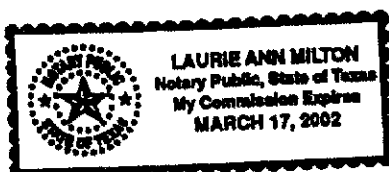
T. Scott Gross

THE STATE OF TEXAS §

COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared MELANIE + SCOTT GROSS, known to me to be the person(s) whose name(s) are subscribed to the Amended Declaration of Covenants and Restrictions For Center Point Estates Unit 1, 2 and 4 and acknowledged to me that such person(s) executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 5th day of OCTOBER, 1999.



Laurie Ann Milton
NOTARY PUBLIC, STATE OF TEXAS

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Tract No.(s) 16-17-18-19

The undersigned Owners of Tract No.(s) 16-17-18-19 hereby execute and adopt the Amended Declaration of Covenants and Restrictions For Center Point Estates Units 1, 2 and 4 as of the date of the acknowledgment below.

Benjamin A. HammondAlice Hammond

THE STATE OF TEXAS §

COUNTY OF Kerr §

BEFORE ME, the undersigned authority, on this day personally appeared BENJAMIN HAMMOND + ALICE HAMMOND, known to me to be the person(s) whose name(s) are subscribed to the Amended Declaration of Covenants and Restrictions For Center Point Estates Unit 1, 2 and 4 and acknowledged to me that such person(s) executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 21ST day of September, 1999.



Laurie Ann Milton
NOTARY PUBLIC, STATE OF TEXAS

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Tract No.(s) 23, 242

The undersigned Owners of Tract No.(s) 23, 242 hereby
execute and adopt the Amended Declaration of Covenants and Restrictions For Center Point Estates
Units 1, 2 and 4 as of the date of the acknowledgment below.

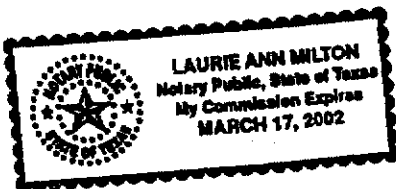
Edward D. HigginsMargaret D. Higgins

THE STATE OF TEXAS §

COUNTY OF Kerr §

BEFORE ME, the undersigned authority, on this day personally appeared
EDWARD HIGGINS & MARGARET HIGGINS, known to me
to be the person(s) whose name(s) are subscribed to the Amended Declaration of Covenants
and Restrictions For Center Point Estates Unit 1, 2 and 4 and acknowledged to me that such
person(s) executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 21ST day of
September, 1999.



Laurie Ann Milton
NOTARY PUBLIC, STATE OF TEXAS

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Tract No.(s) 243

The undersigned Owners of Tract No.(s) 243 hereby
execute and adopt the Amended Declaration of Covenants and Restrictions For Center Point Estates
Units 1, 2 and 4 as of the date of the acknowledgment below.



THE STATE OF TEXAS §

COUNTY OF Kerr §

BEFORE ME, the undersigned authority, on this day personally appeared
JOHN A. JOHNSTON, known to me
to be the person(s) whose name(s) are subscribed to the Amended Declaration of Covenants
and Restrictions For Center Point Estates Unit 1, 2 and 4 and acknowledged to me that such
person(s) executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 21st day of
September, 1999.


NOTARY PUBLIC, STATE OF TEXAS

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Tract No.(s) 108 409

The undersigned Owners of Tract No.(s) 408 & 409 hereby execute and adopt the Amended Declaration of Covenants and Restrictions For Center Point Estates Units 1, 2 and 4 as of the date of the acknowledgment below.

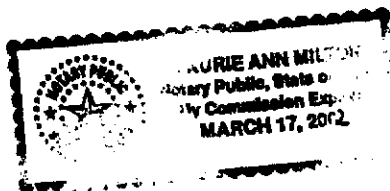
Jerilyn R Keith
Frank Keith

THE STATE OF TEXAS §

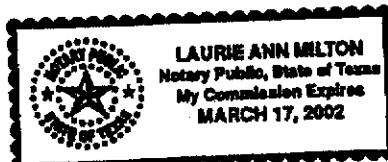
COUNTY OF Kerr §

BEFORE ME, the undersigned authority, on this day personally appeared JERILYN E. KEITH & FRANK KEITH, known to me to be the person(s) whose name(s) are subscribed to the Amended Declaration of Covenants and Restrictions For Center Point Estates Units 1, 2 and 4 and acknowledged to me that such person(s) executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 21st day of September, 1999.



Laurie Ann Milton
NOTARY PUBLIC, STATE OF TEXAS



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Tract No.(s) 31-32-1/2 of 33

The undersigned Owners of Tract No.(s) 31-32-1/2 of 33 hereby execute and adopt the Amended Declaration of Covenants and Restrictions For Center Point Estates Units 1, 2 and 4 as of the date of the acknowledgment below.

John C. MartinPhanna Martin

THE STATE OF TEXAS §

COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared John C. Martin and Phanna Martin, known to me to be the person(s) whose name(s) are subscribed to the Amended Declaration of Covenants and Restrictions For Center Point Estates Unit 1, 2 and 4 and acknowledged to me that such person(s) executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 15th day of September, 1999.

Margaret Murray
NOTARY PUBLIC, STATE OF TEXAS

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Tract No.(s) 24 & 25 UNIT 1, CENTER POINT ESTATES

The undersigned Owners of Tract No.(s) 24 & 25 hereby
execute and adopt the Amended Declaration of Covenants and Restrictions For Center Point Estates
Units 1, 2 and 4 as of the date of the acknowledgment below.

Ephraim O. Mendoza
Rosie V. Mendoza

THE STATE OF TEXAS §

COUNTY OF Kerr §

BEFORE ME, the undersigned authority, on this day personally appeared
Ephraim O. Mendoza & Rosie V. Mendoza, known to me
to be the person(s) whose name(s) are subscribed to the Amended Declaration of Covenants
and Restrictions For Center Point Estates Unit 1, 2 and 4 and acknowledged to me that such
person(s) executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 21st day of
September, 1999.



Kari K Odell
NOTARY PUBLIC, STATE OF TEXAS

DC265/a:5511.2a/9/99

VOL 1036 PAGE 136

Tract No.(s) 415

The undersigned Owners of Tract No.(s) 415 hereby
execute and adopt the Amended Declaration of Covenants and Restrictions For Center Point Estates
Units 1, 2 and 4 as of the date of the acknowledgment below.

Phillip W. MiltonLaurie Milton

THE STATE OF TEXAS §

COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared
PHILLIP MILTON & LAURIE MILTON, known to me
to be the person(s) whose name(s) are subscribed to the Amended Declaration of Covenants and
Restrictions For Center Point Estates Units 1, 2 and 4 and acknowledged to me that such person(s)
executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 29th day of
SEPTEMBER, 1999.



Melinda W. Cox
NOTARY PUBLIC, STATE OF TEXAS

DC265/a:5511.2a/9/9/99

VOL 1036 PAGE 137

Tract No.(s) 226 + 227 + pt of 225

The undersigned Owners of Tract No.(s) 226 + 227 + pt of 225 hereby execute and adopt the Amended Declaration of Covenants and Restrictions For Center Point Estates Units 1, 2 and 4 as of the date of the acknowledgment below.

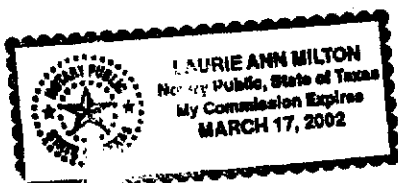
Bob PeckMitsui N. Peck

THE STATE OF TEXAS §

COUNTY OF Kerr §

BEFORE ME, the undersigned authority, on this day personally appeared BOB PECK + MITSUI PECK, known to me to be the person(s) whose name(s) are subscribed to the Amended Declaration of Covenants and Restrictions For Center Point Estates Unit 1, 2 and 4 and acknowledged to me that such person(s) executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 21st day of September, 1999.



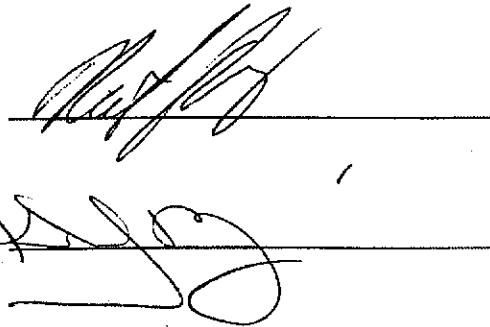
Laurie Ann Milton
NOTARY PUBLIC, STATE OF TEXAS

DC265/a:5511.2a/9/9/99

VOL 1036 PAGE 138

Tract No.(s) 14 + 15

The undersigned Owners of Tract No.(s) 14 + 15 hereby
execute and adopt the Amended Declaration of Covenants and Restrictions For Center Point Estates
Units 1, 2 and 4 as of the date of the acknowledgment below.

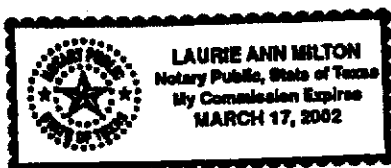


THE STATE OF TEXAS §

COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared
MR + MRS MARTIN PIERZ, known to me
to be the person(s) whose name(s) are subscribed to the Amended Declaration of Covenants
and Restrictions For Center Point Estates Unit 1, 2 and 4 and acknowledged to me that such
person(s) executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 28th day of
SEPTEMBER, 1999.



Laurie Milton
NOTARY PUBLIC, STATE OF TEXAS

DC265/a:5511.2a/9/9/99

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Tract No.(s) 412 + 413

The undersigned Owners of Tract No.(s) 412 + 413 hereby
execute and adopt the Amended Declaration of Covenants and Restrictions For Center Point Estates
Units 1, 2 and 4 as of the date of the acknowledgment below.

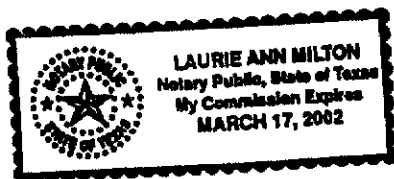
Garland S. Redd

THE STATE OF TEXAS §

COUNTY OF Kerr §

BEFORE ME, the undersigned authority, on this day personally appeared
GARLAND S. REDD, known to me
to be the person(s) whose name(s) are subscribed to the Amended Declaration of Covenants
and Restrictions For Center Point Estates Unit 1, 2 and 4 and acknowledged to me that such
person(s) executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 21ST day of
September, 1999.



Laurie Ann Milton
NOTARY PUBLIC, STATE OF TEXAS

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DC265/a:5511.2a/9/9/99

Tract No.(s) 8

The undersigned Owners of Tract No.(s) 8 hereby
execute and adopt the Amended Declaration of Covenants and Restrictions For Center Point Estates
Units 1, 2 and 4 as of the date of the acknowledgment below.

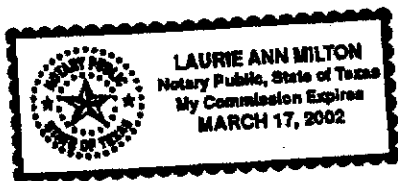
Delia Sanchez

THE STATE OF TEXAS §

COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared
DELIA SANCHEZ, known to me
to be the person(s) whose name(s) are subscribed to the Amended Declaration of Covenants and
Restrictions For Center Point Estates Units 1, 2 and 4 and acknowledged to me that such person(s)
executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 28th day of
SEPTEMBER, 1999.



Laurie Milton
NOTARY PUBLIC, STATE OF TEXAS

DC265/a:5511.2a/9/9/99

VOL 1036 PAGE 141

Tract No.(s) 405

The undersigned Owners of Tract No.(s) 405 hereby
execute and adopt the Amended Declaration of Covenants and Restrictions For Center Point Estates
Units 1, 2 and 4 as of the date of the acknowledgment below.

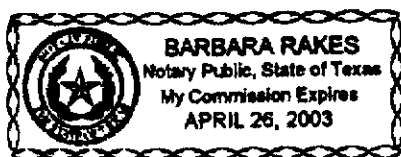
Harry Schlessinger
Patti Schlessinger

THE STATE OF TEXAS §

COUNTY OF Kerr §

BEFORE ME, the undersigned authority, on this day personally appeared
Harry & Patti Schlessinger, known to me
to be the person(s) whose name(s) are subscribed to the Amended Declaration of Covenants
and Restrictions For Center Point Estates Unit 1, 2 and 4 and acknowledged to me that such
person(s) executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 28th day of
September, 1999.



Barbara Rakes
NOTARY PUBLIC, STATE OF TEXAS

DC265/a:5511.2a/9/99

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Tract No.(s) Part of 21 : Tract 22.

The undersigned Owners of Tract No.(s) Part of 21 : Tract 22 hereby execute and adopt the Amended Declaration of Covenants and Restrictions For Center Point Estates Units 1, 2 and 4 as of the date of the acknowledgment below.

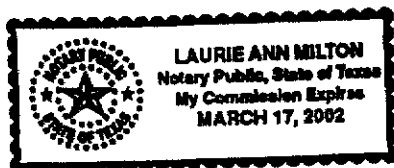
George Schulgen, Jr.Florence Schulgen

THE STATE OF TEXAS §

COUNTY OF KEEL §

BEFORE ME, the undersigned authority, on this day personally appeared GEORGE + FLORENCE SCHULGEN, known to me to be the person(s) whose name(s) are subscribed to the Amended Declaration of Covenants and Restrictions For Center Point Estates Unit 1, 2 and 4 and acknowledged to me that such person(s) executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 4th day of OCTOBER, 1999.

Laurie Ann Milton
NOTARY PUBLIC, STATE OF TEXAS

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DC265/a:5511.2a/9/9/99

Tract No.(s) 406 & 407

The undersigned Owners of Tract No.(s) 406 & 407 hereby execute and adopt the Amended Declaration of Covenants and Restrictions For Center Point Estates Units 1, 2 and 4 as of the date of the acknowledgment below.

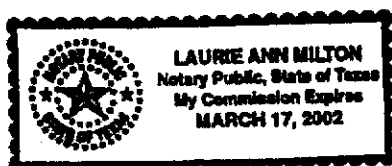
Mike SlauterEdith A Slauter

THE STATE OF TEXAS §

COUNTY OF Kerr §

BEFORE ME, the undersigned authority, on this day personally appeared MIKE SLAUTER & EDITH A. SLAUTER, known to me to be the person(s) whose name(s) are subscribed to the Amended Declaration of Covenants and Restrictions For Center Point Estates Unit 1, 2 and 4 and acknowledged to me that such person(s) executed same for the purposes and consideration therein expressed.

October GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 20th day of October, 1999.



Laurie Ann Milton
NOTARY PUBLIC, STATE OF TEXAS

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DC265/a:5511.2a/9/9/99

Tract No.(s) 401

The undersigned Owners of Tract No.(s) 401 hereby
execute and adopt the Amended Declaration of Covenants and Restrictions For Center Point Estates
Units 1, 2 and 4 as of the date of the acknowledgment below.

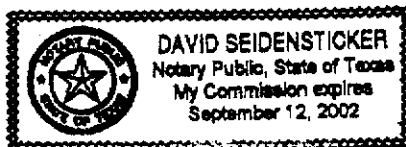
Vernon L. SnipesNelda L. Snipes

THE STATE OF TEXAS §

COUNTY OF Kerr §

BEFORE ME, the undersigned authority, on this day personally appeared
Vernon L. Snipes and Nelda L. Snipes, known to me
to be the person(s) whose name(s) are subscribed to the Amended Declaration of Covenants
and Restrictions For Center Point Estates Unit 1, 2 and 4 and acknowledged to me that such
person(s) executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 23 day of
September, 1999.



David Seidensticker
NOTARY PUBLIC, STATE OF TEXAS

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DC265/a:5511.2a/9/9/99

Tract No.(s) 26 + 27

The undersigned Owners of Tract No.(s) 26 + 27 hereby
execute and adopt the Amended Declaration of Covenants and Restrictions For Center Point Estates
Units 1, 2 and 4 as of the date of the acknowledgment below.

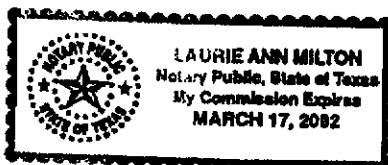
Rebecca SparksGary Sparks

THE STATE OF TEXAS §

COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared
REBECCA SPARKS + GARY SPARKS, known to me
to be the person(s) whose name(s) are subscribed to the Amended Declaration of Covenants and
Restrictions For Center Point Estates Units 1, 2 and 4 and acknowledged to me that such person(s)
executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 30th day of
SEPTEMBER, 1999.



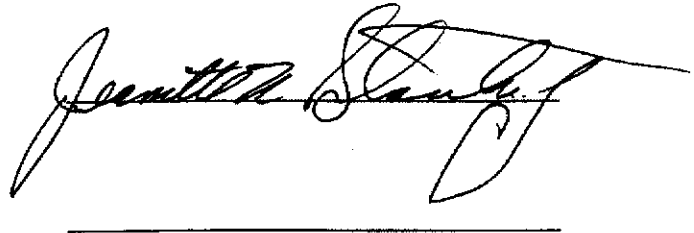
Laurie Milton
NOTARY PUBLIC, STATE OF TEXAS

VOL 1036 PAGE 146

DC265/a:5511.2a/9/9/99

Tract No.(s) 225

The undersigned Owners of Tract No.(s) 225 2-31-99 hereby execute and adopt the Amended Declaration of Covenants and Restrictions For Center Point Estates Units 1, 2 and 4 as of the date of the acknowledgment below.



THE STATE OF TEXAS §

COUNTY OF Kendall §

BEFORE ME, the undersigned authority, on this day personally appeared Jeanette N Stanley, known to me to be the person(s) whose name(s) are subscribed to the Amended Declaration of Covenants and Restrictions For Center Point Estates Unit 1, 2 and 4 and acknowledged to me that such person(s) executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 24TH day of September, 1999.


NOTARY PUBLIC, STATE OF TEXAS

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DC265/a:5511.2a/9/9/99

Tract No.(s) 244 - 247

The undersigned Owners of Tract No.(s) 244-247 hereby execute and adopt the Amended Declaration of Covenants and Restrictions For Center Point Estates Units 1, 2 and 4 as of the date of the acknowledgment below.

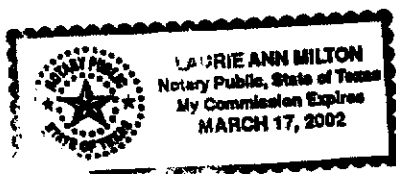
Buddy WebberResa Webber

THE STATE OF TEXAS §

COUNTY OF Kerr §

BEFORE ME, the undersigned authority, on this day personally appeared Buddy Webber & RESA WEBBER, known to me to be the person(s) whose name(s) are subscribed to the Amended Declaration of Covenants and Restrictions For Center Point Estates Unit 1, 2 and 4 and acknowledged to me that such person(s) executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 21st day of September, 1999.



Laurie Ann Milton
NOTARY PUBLIC, STATE OF TEXAS

DC265/a:5511.2a/9/9/99

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Tract No.(s) 229 & 230

The undersigned Owners of Tract No.(s) 229 & 230 hereby execute and adopt the Amended Declaration of Covenants and Restrictions For Center Point Estates Units 1, 2 and 4 as of the date of the acknowledgment below.

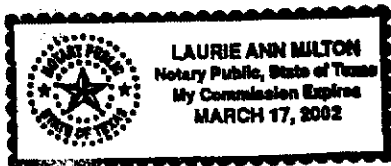
Dennis D. Young
Jennifer A. Young

THE STATE OF TEXAS §

COUNTY OF Kerr §

BEFORE ME, the undersigned authority, on this day personally appeared DENNIS D. YOUNG & JENNIFER A. YOUNG, known to me to be the person(s) whose name(s) are subscribed to the Amended Declaration of Covenants and Restrictions For Center Point Estates Units 1, 2 and 4 and acknowledged to me that such person(s) executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 21st day of September, 1999.



Laurie Ann Milton
NOTARY PUBLIC, STATE OF TEXAS

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DC265/a:5511.2a/9/9/99

Tract No.(s) 224 & part of 225

The undersigned Owners of Tract No.(s) 224 & part of 225 hereby execute and adopt the Amended Declaration of Covenants and Restrictions For Center Point Estates Units 1, 2 and 4 as of the date of the acknowledgment below.


Eldo Wayne Young
Camilla Jean Young

THE STATE OF TEXAS §

COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared Eldo Wayne Young and Camilla Jean Young, known to me to be the person(s) whose name(s) are subscribed to the Amended Declaration of Covenants and Restrictions For Center Point Estates Units 1, 2 and 4 and acknowledged to me that such person(s) executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 21st day of September, 1999.


NOTARY PUBLIC, STATE OF TEXAS

09/28/99 15:48 FAX 2108887208

RJ KERRVILLE

02

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DC265/a:5511.2a/9/9/99

Tract No.(s) LOT 1

The undersigned Owners of Tract No.(s) LOT 1 hereby
execute and adopt the Amended Declaration of Covenants and Restrictions For Center Point Estates
Units 1, 2 and 4 as of the date of the acknowledgment below.

RECORD

VOL

RECORDING DATE

OCT 2 8 1999

Janet Pieper

COUNTY CLERK, KERR COUNTY, TEXAS

THE STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me
to be the person(s) whose name(s) are subscribed to the Amended Declaration of Covenants and
Restrictions For Center Point Estates Units 1, 2 and 4 and acknowledged to me that such person(s)
executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____
_____, 1999.

Provisions herein which restrict the sale, rental or use of the described prop-
erty because of color or race is invalid and unenforceable under Federal Law.
THE STATE OF TEXAS)
COUNTY OF KERR)

I hereby certify that this instrument was FILED in the File Number Sequence
on the date and at the time stamped hereon by me and was duly RECORDED
in the Official Public Records of Real Property of Kerr County, Texas on

see attachment
NOTARY PUBLIC, STATE OF TEXAS

OCT 2 8 1999

Janet Pieper

COUNTY CLERK, KERR COUNTY, TEXAS

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Santa Clara

} ss.

On October 25, 1999

Date

before me, Laurie Louie, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

Harry Gartrell & Vickie Rosell

Name(s) of Signer(s)

☐ personally known to me☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Amended Declaration of Covenants & Restrictions for Center Point Estates Units 1, 2 & 4Document Date: October 25, 1999Number of Pages: nineSigner(s) Other Than Named Above: none

Capacity(ies) Claimed by Signer

Signer's Name: Harry Payne Gartrell & Vickie Lynn Rosell☒ Individual(s)☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here