

**CENTER POINT NORTH**

(Category: RESTRICTIONS)

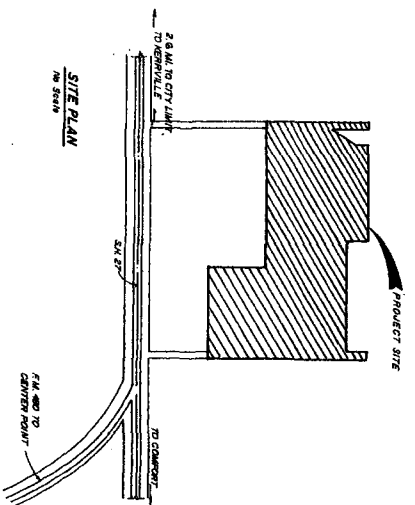
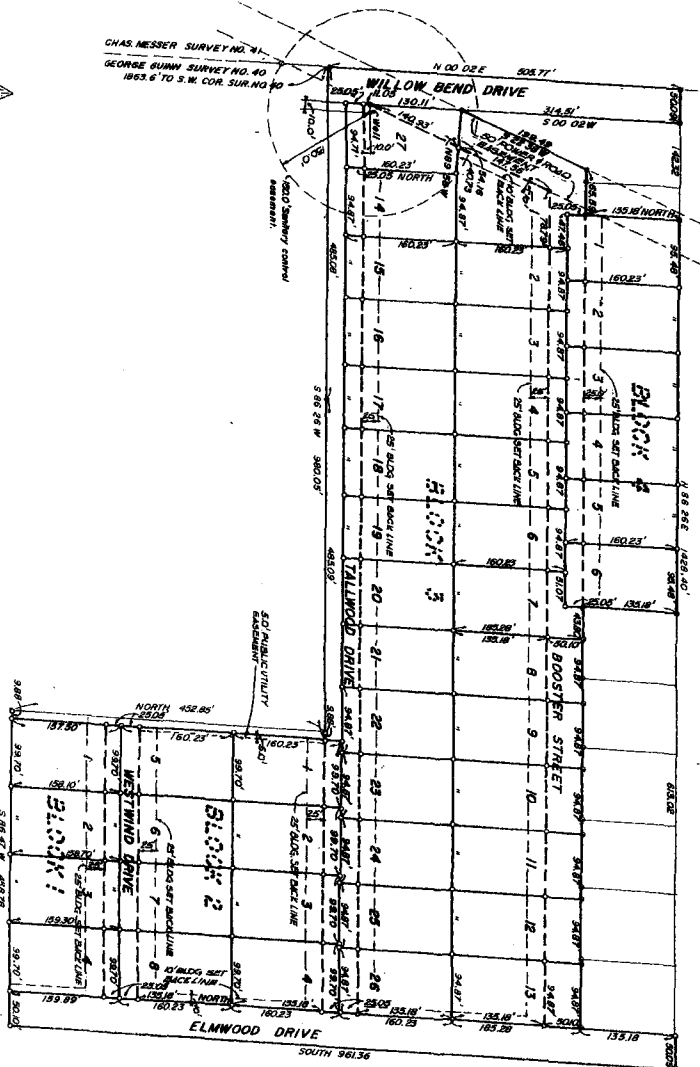
Volume 4, Page 228, Plat Records of Kerr County, Texas; Volume 238, Page 144 and Volume 238, Page 364, Deed Records of Kerr County, Texas, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN unless and only to the extent that said 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.

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**CENTER POINT NORTH**

(Category: Subdivisions)

- a. Easement dated August 24, 1926 to Texas Public Utilities Company, recorded in Volume 46, Page 397, Deed Records of Kerr County, Texas.
- b. Easement dated November 26, 1945 to L.C.R.A., recorded in Volume 77, Page 524, Deed Records of Kerr County, Texas.
- c. Easement dated October 17, 1950 to Lone Star Gas Company, recorded in Volume 1, Page 413, Easement Records of Kerr County, Texas.
- d. Easement and Right Of Way dated May 1, 1978 to L.C.R.A., recorded in Volume 9, Page 771, Easement Records of Kerr County, Texas.
- e. Road Easement dated March 15, 1979 to the public, recorded in Volume 221, Page 834, Deed Records of Kerr County, Texas. (LOTS ON BOOSTER AND ELMWOOD STREETS ONLY)
- f. Road Easement and Building Set Back Line as per the Plat recorded in Volume 4, Page 228, Plat Records of Kerr County, Texas.
- g. Building Set Back Lines as per the Restrictions recorded in Volume 238, Page 144, Deed Records of Kerr County, Texas.
- h. Water Agreement dated August 20, 1980, recorded in Volume 238, Page 826, Deed Records of Kerr County, Texas, executed by and between Stephen Jenschke and David Johnston and Dennis P. Brown and Kaye H. Brown.
- i. Any visible and/or apparent roadways or easements over or across the subject property.
- j. Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)



STATE OF TEXAS  
COUNTY OF KERR  
We, the undersigned, hereby certify that we are the owners of the property shown and described hereon and that we hereby adopt this plan of subdivision with all free consent, establish suitable building lines, and declare all roads and easements for the use shown.

*Stephen J. Jenkins*  
STEPHEN J. JENKINS  
DAVID GUNTER

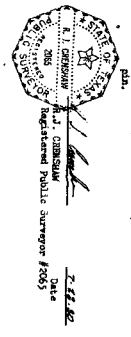
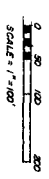
Given under my hand and seal of office this 10th day of July, 1980.

*David Gunter*  
Notary Public in and for  
Kerr County, Texas  
My Comm. Expires 11/1/1983

Approved by the Commissioners Court of Kerr County, Texas, on the  
18 day of August, A.D., 1980, by order No. 14072  
of said Court, and filed for record on the 5th day of August,  
A.D., 1980, in Volume 4, Page 222 of the plat records of Kerr County,  
Texas.

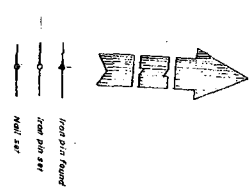
*David Gunter*  
County Clerk of Kerr County, Texas

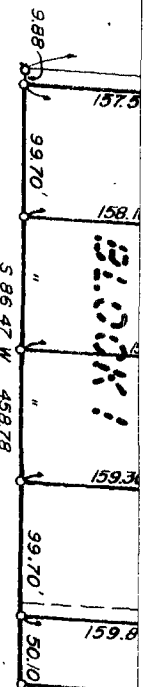
# CENTER POINT NORTH A SUBDIVISION OF 187.2 ACRES OF LAND OUT OF GEORGE GUINN SURVEY NO. 40 ABSTRACT NO. 155 LOCATED IN KERR COUNTY, TEXAS.



I, E.J. CHENOWETH, hereby certify that the above plat is true and correct, according to an actual survey made on the ground under my supervision, and that all points indicated are marked with an iron nail.

**PASSENGERS:**  
All lots subject to easements as stated on plat for the purposes shown stated.  
In addition to easements shown, all lots subject to a 5' or easement for public utilities along the rear line of each lot.  
All lots subject to easements for electric distribution and gas transmission as provided in Volume 9, Page 77, Volume 77, Page 58, and Volume 1, Page 113, said records of Kerr County, Texas.  
**SEWERAGE CONTROL EASEMENT:**  
A sanitary control easement is provided for a distance of 150.0 feet from the public water system well as shown on the plat. No septic tanks or other structures shall be located within said easement. Septic tanks, if necessary, shall be located at least 150.0 feet from the well. All structures, and must be no closer than 50.0 feet from well 5104.





STATE OF TEXAS }  
COUNTY OF KERR }

Before me, the undersigned  
STEPHEN JENSCHKE and DAVID  
names are subscribed to it  
that they executed the sa  
Given under my hand and s

EASEMENTS:

All lots subject to easements as stated on plat for the purposes  
thereon stated.

In addition to easements shown, all lots subject to a 5.0' easement  
for public utilities along the rear line of each lot.

All lots subject to easements for electric distribution and gas  
transmission as recorded in Volume 9, Page 771, Volume 77, Page 524,  
and Volume 1, Page 413, deed records of Kerr County, Texas.

SANITARY CONTROL EASEMENT:

A sanitary control easement is provided for a distance of 150.0 feet  
from the public water system well as shown on the plat. No septic  
system drainfield may be placed within said easement. Septic tanks  
placed within said easement must be approved by the Texas Health  
Department, and must be no closer than 50.0 feet from well site.

Approved by the Commission

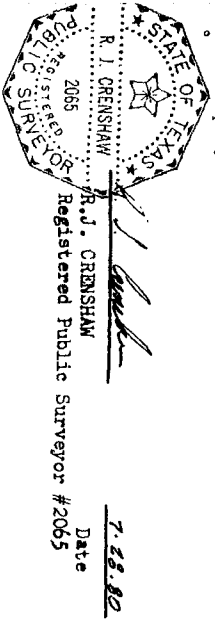
13 day of -

of said Court and filed it

A.D. 1980, in Volume 4

Texas.

I, R.J. CRENSHAW, hereby certify that the above plat is true and  
correct according to an actual survey made on the ground under my  
supervision, and that all points indicated are marked with an iron  
pin.



# CENTER POINT NORTH

A SUBDIVISION OF 18.72 ACRES OF LAND OUT OF  
GEORGE GUINN SURVEY NO. 40, ABSTRACT NO. 156  
LOCATED IN KERR COUNTY, TEXAS.

804220

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS           X  
COUNTY    OF    KERR       X       KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, STEPHEN J. JENSCHKE and DAVID J. JOHNSTON, hereinafter called the Declarants, are the owners of all that certain real property located in Kerr County, Texas, described as follows:

All of Center Point North, a subdivision of record in Kerr County, Texas, in accordance with the Map or Plat of said subdivision recorded in Volume 4, Page 228, of the Plat Records of Kerr County, Texas, to which instrument and the record thereof reference is here made for all purposes.

WHEREAS, the Declarants will convey the above described properties, subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set forth;

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title, or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns, and which easements, restrictions, covenants, and conditions shall inure to the benefit of each owner thereof.

ARTICLE ONE

DEFINITIONS

Owner

1.01 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or portion of a lot on which there is or will

be built a detached single family dwelling, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Lot .

1.02 "Lot" shall mean and refer to that portion of any of the plots of land shown upon the plat and subdivision map recorded in Volume 4, Page 228, of the Plat Records of Kerr County, Texas, on which there is or will be built or placed a single family dwelling.

Declarant

1.03 "Declarants" shall mean and refer to STEPHEN J. HENSCHKE and DAVID J. JOHNSTON, their heirs, successors and assigns, if such heirs, successors or assigns shall acquire more than one undeveloped lot from Declarants for the purpose of development.

ARTICLE TWO

USE RESTRICTIONS

Type of Buildings Permitted

2.01 All lots shall be used for residential purposes only, and no building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached one or two family dwelling not to exceed two stories in height and a private garage for not more than three (3) automobiles.

Minimum Floor Area and Exterior Walls

2.02 Any residence constructed on said Lots must have a ground floor area of not less than 1,000 square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages. The exterior walls of any residence shall consist of not less than twenty-five per cent (25%) masonry construction, except as hereinafter provided.

2.03 No building shall be located on any Lot nearer to the front Lot line than thirty feet (30') nor further from said front Lot line than forty feet (40'). No building shall be located closer than ten feet (10') from any side Lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of the building on any Lot to encroach upon another Lot. If two or more Lots, or fractions thereof, are consolidated into a building site in conformity with the provisions of Paragraph 2.04, these building setback provisions shall be applied to such resultant building site as if it were one original, platted Lot.

#### Resubdivision or Consolidation

2.04 None of said Lots shall be resubdivided in any fashion except that any person owning two or more adjoining Lots may consolidate such Lots into one building site.

#### Noxious or Offensive Activities Prohibited

2.05 No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

#### Prohibited Residential Uses

2.06 No structure of a temporary character, trailer, single wide mobile home, basement, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. However, a double-wide mobile home may be placed on any lot provided that it has a ground floor area as required in paragraph 2.02 above, and further provided that the tongues and axles are removed and masonry skirting is constructed around the entire mobile home

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within ninety (90) days of its installation on a lot.

#### Signs

2.07 No signs of any character shall be allowed on any Lot except one sign of not more than five square feet advertising the property for sale or rent; provided, however, that Declarant and any other person or entity engaged in the construction and sale of residences within the subdivision shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for such construction and sale, including, but not limited to, signs, offices, storage areas, and model units.

#### Oil Development Prohibited

2.08 No oil well drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on a Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Lot.

#### Rubbish, Trash and Garbage

2.09 No Lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.

#### Animals

2.10 No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, cats, or other household pets may be kept, provided that they are kept within an enclosure. This enclosure shall be maintained under strict sanitary conditions and said household pets shall not create a public nuisance.

Fences, Walls, Hedges and Utility Meters

2.11 No fence, wall, hedge, or utility meter shall be placed, or permitted to remain, on any Lot nearer to the street or streets adjoining such Lot than is permitted for the main residence on such Lot, except for decorative subdivision entry fences.

Trucks, Buses and Trailers

2.12 No truck, bus, or trailer shall be left parked in the street in front of any Lot except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity, and no truck, bus, boat, or trailer shall be parked on the driveway or any portion of the Lot in such manner as to be visible from the street. No motor vehicle which is not in operating condition or not bearing current license plates shall be placed or permitted to remain on the street or on any portion of the Lot for any period of time in excess of two (2) weeks.

Prohibited Activities

2.13 No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot.

ARTICLE THREE

GENERAL PROVISIONS

Enforcement

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

Severability

3.02 Invalidation of any one of these covenants or



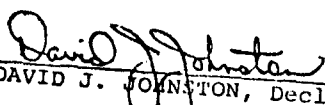
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restrictions by judgment or court order shall in no way  
affect any other provision, and all other provisions shall  
remain in full force and effect.

Duration and Amendment

3.03 The covenants, conditions, and restrictions of  
this Declaration shall run with and bind the land, and  
shall inure to the benefit of, and be enforceable by, the  
Declarants or the Owner of any Lot subject to this Declara-  
tion, and their respective legal representatives, heirs,  
successors, and assigns, and, unless amended as provided  
herein, shall be effective for a term of twenty (20) years  
from the date this Declaration is recorded, after which time  
said covenants, conditions, and restrictions shall be auto-  
matically extended for successive periods of ten (10) years.  
The covenants, conditions, and restrictions of this Declaration  
may be amended during the first twenty (20) year period by an  
instrument signed by not less than ninety per cent (90%) of  
the Lot Owners; during any succeeding ten (10) year period,  
the covenants, conditions and restrictions of this Declaration  
may be amended during the last year of any such ten (10) year  
period by an instrument signed by not less than seventy-five  
per cent (75%) of the Lot Owners. No amendment shall be effective  
until recorded in the Deed Records of Kerr County, Texas, nor  
until the approval of any governmental regulatory body which is  
required shall have been obtained.

EXECUTED by the said Declarant, this 7<sup>th</sup> day of August, 1980.

  
STEPHEN J. JENSCHKE, Declarant

  
DAVID J. JOHNSTON, Declarant

THE STATE OF TEXAS X

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COUNTY OF KERR X

BEFORE ME, the undersigned authority, on this day personally appeared STEPHEN J. JENSCHKE, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 24th day of August, A.D. 1980.



Gaye Lowrey  
Notary Public in and for  
Kerr County, Texas

GAYE LOWREY  
NOTARY PUBLIC  
KERR COUNTY, TEXAS  
MY COMMISSION EXPIRES 9-8-81

THE STATE OF TEXAS X

COUNTY OF KERR X

BEFORE ME, the undersigned authority, on this day personally appeared DAVID J. JOHNSTON, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 24th day of August, A.D. 1980.



Gaye Lowrey  
Notary Public in and for  
Kerr County, Texas

GAYE LOWREY  
NOTARY PUBLIC  
KERR COUNTY, TEXAS  
MY COMMISSION EXPIRES 9-8-81

*Pc*  
FIDELITY ABSTRACT AND TITLE CO. ✓  
# 804220 3:3 Earl Garrett  
Phone 896-4311 P. O. Box 509  
Kerrville, Texas 78028

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*Declaration of Covenant,  
Conditions &  
Restrictions*

*Stephen J. Jenschke,  
et al*

*To  
The Public*

FILED FOR RECORD  
at *4:35* o'clock *P.* M

AUG 7 1980

EMMIE M. MUENKER  
Clerk County Court, Kerr County, Texas  
By *William Dye* Deputy

*Future  
Stephen J. Jenschke  
P O Box 671  
Ing. TX 78025*

Filed for record August 7, 1980 at 4:35 o'clock P.M.  
Recorded August 12, 1980  
EMMIE M. MUENKER, Clerk

By *William Dye* Deputy

THAT, WHEREAS, STEPHEN J. JENSCHKE and DAVID J. JOHNSTON, hereinafter called the Declarants, are the owners of all that certain real property located in Kerr County, Texas, described as follows:

All of Center Point North, a subdivision of record in Kerr County, Texas, in accordance with the Map or Plat of said subdivision recorded in Volume 4, Page 228, of the Plat Records of Kerr County, Texas, to which instrument and the record thereof reference is here made for all purposes.

WHEREAS, Declarants have previously caused a Declaration of Covenants, Conditions, and Restrictions pertaining to the hereinbefore described property to be recorded in Volume 238, Page 144, Deed Records of Kerr County, Texas; and

WHEREAS, Declarants are the sole owners of property within the hereinabove described subdivision as of the date of this instrument and intend hereby to amend said Declaration of Covenants, Conditions and Restrictions:

NOW THEREFORE, it is hereby declared that ARTICLE ONE, Paragraph 2.06 of the Declaration of Covenants, Conditions, and Restrictions of Center Point North is hereby amended to read as follows:

**"Prohibited Residential Uses**

2.06 No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently."

In every other manner that Declaration of Covenants, Conditions, and Restrictions recorded in Volume 238, Page 144, Deed Records of Kerr County, Texas, is hereby reaffirmed and republished.

Executed this 12th day of August, 1980.

  
STEPHEN J. JENSCHKE

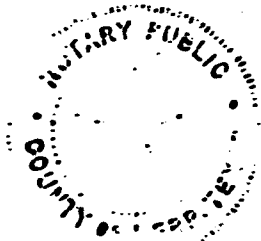
  
DAVID J. JOHNSTON

THE STATE OF TEXAS X  
COUNTY OF KERR X

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BEFORE ME, the undersigned authority, on this day personally appeared STEPHEN J. JENSCHKE, 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.

Given under my hand and seal of office on this the 12th day of August, A. D. 1980.



Gaye Lowrey  
Notary Public in and for  
Kerr County, Texas

My commission expires: 9-8-81

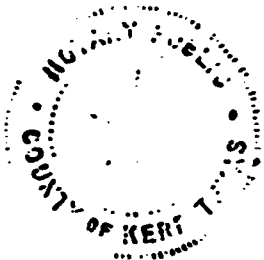
GAYE LOWREY  
NOTARY PUBLIC  
KERR COUNTY, TEXAS

MY COMMISSION EXPIRES 9-8-81

THE STATE OF TEXAS X  
COUNTY OF KERR X

BEFORE ME, the undersigned authority, on this day personally appeared DAVID J. JOHNSTON, 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.

Given under my hand and seal of office on this the 12th day of August, A. D. 1980.



Gaye Lowrey  
Notary Public in and for  
Kerr County, Texas

My commission expires: 9-8-81

GAYE LOWREY  
NOTARY PUBLIC  
KERR COUNTY, TEXAS

MY COMMISSION EXPIRES 9-8-81

RL

#804362

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First Amendments to  
Declaration of Covenants  
Conditions & Restrictions

Antes Point North  
Subdiv.  
TO  
The Public

FILED FOR RECORD

at 3:35 o'clock P.M.

AUG 12 1980

EMMIE M. MUENKER

Clerk County Court, Kerr County, Texas  
By Patricia Rye Deputy

Filed by +  
return to:  
Phyllis Leslie +  
Curry, Atty.

Filed for record August 12, 1980 at 3:35 o'clock P.M.  
Recorded August 14, 1980  
EMMIE M. MUENKER, Clerk

By Christine J. Liberman Deputy