

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 I 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, at least two thirds of the total number of owners ("Owners") of Tracts in the Restricted Property, who were eligible to vote, and who voted in person or by proxy at the annual meeting of the membership held on April 8, 2017, or by ballots submitted by mail thereafter, have approved this amended Declaration of Covenants and Restrictions; 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 supersede and take the place of all previous restrictions and covenants of record in Volume 161, Pages 308-310, and Volume 1036, Pages 112-119, 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.

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, covenant, 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 1

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 Units 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.
4. "Owner" shall mean and refer to the person or persons, entity or entities, which 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" excludes 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 that 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 11

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 that 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 signal 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 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 comprised of three (3) directors, who shall be elected by majority vote of the Members then entitled to vote, and who vote in person or by proxy at an annual meeting of the Members. Directors shall serve for a period of 3 years. In the event that a director resigns, his/her potential replacement(s) shall be named by the remaining directors and shall serve out the remainder of the unexpired term. Prior to the annual meeting, an election committee shall be appointed by the president of the Board to secure a slate of potential directors which will be presented to the members through the notice of the annual meeting notification and at the annual meeting. A biographical sketch of the proposed director(s) will accompany the annual meeting notification. Additional nominees may be added to the ballot if they present a written biographical sketch, agree in writing to serve for three years if elected, and submit their candidacy to the Board for distribution to the members at least two weeks prior to the annual meeting to allow the election to be at the meeting. Officers of the Association shall be elected by the directors at the annual meeting of the members.

ARTICLE 111

VOTING RIGHTS

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 2/3 majority vote of the membership then entitled to vote, and who vote in person or by proxy at a meeting called for the purpose of such determination.
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 all annual assessments, any charges and special assessments for capital improvements. All such assessments are to be established and collected as hereinafter provided. Each such assessment, together with such interest, costs, and reasonable attorney's fees incurred to enforce collection shall be the personal obligation of the person who was the owner of such Tract at the time when the assessment was due. Such obligation shall pass to their successors in interest.

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 April 30 of each year. If not paid within thirty (30) days of such due date, the assessment shall bear interest at the annual rate of six percent (6%), compounded monthly, until paid. The Association may bring an action at law against the Owner personally 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 any 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 the amount of the assessment shall be \$24.00 per year per Tract.

(b) In the event the Board determines that the \$24.00 per year per Tract is insufficient to support the financial needs of the Association due to enforcement expenses and other uses authorized in Article IV hereof, 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 such additional payment shall be no more frequent than monthly and the amount shall not exceed \$10.00 per month per Tract, unless a 2/3 majority 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 a 2/3 majority 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 are excluded from the requirement for Members' approval except as specifically provided in (b) above.

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 fifty (50) feet from the front property line and 20 feet from all other Tract perimeter boundary lines. No mobile or manufactured homes, semi-truck trailers, roll-off cargo boxes or temporary structures of any kind shall be stored or used as a permanent or

temporary residence on any tract. Motor homes, travel trailers and campers may be kept on a tract but may not be used as a permanent or temporary residence, other than as provided in Section 4 of this Article VI.

2. Size: The principle residential structure on any Tract shall contain a minimum of 1,500 square feet of enclosed 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 livestock, 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: Prior to commencement of construction, owners shall submit to the Board a plat of any new planned construction showing the exact location of the building exterior relative to the boundaries of the property and the square footage of the planned enclosed living space which will be used as the primary residence. 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. Such period will commence as of the date the septic system is approved and certified by the pertinent government agency having jurisdiction over such systems. 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. Notwithstanding the provisions in Paragraph 1 of Article VI, the Board may approve the use of a temporary residence during the period of initial construction of a permanent dwelling for up to 12 months of construction time. No such temporary residence will be permitted unless it is connected to a publicly operated electric utility service and a permanent, functioning septic system. If a natural disaster or major damaging event such as a fire or explosion renders a residence unfit for habitation, the owner may request permission to occupy an acceptable onsite temporary housing unit only during a reasonable time of reconstruction.
5. Hunting. There shall be no deer hunting on any Tract in Center Point Estates.
6. Sewage. All toilets shall be located indoors. 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 411d 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. Any accumulation of trash, garbage and junk shall be hauled away at least once every two weeks and shall be kept in covered containers. Non-operational vehicles shall be kept out of the view of surrounding properties. Owners are further encouraged to maintain their property in a manner that minimizes potential fire hazards due to overgrown/dry grass and brush and further minimize germination and spreading of noxious weeds.
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 not attribute to the Tract, or any part thereof, any appearance of a commercial venture. Business parking lots, signs, and commercial truck traffic for business purposes shall not be permitted. Raising and/or breeding of horses, subject to paragraph 3 of this Article VI, are not considered commercial use as defined in this paragraph 8.

9. Separate Living Quarters. Separate living quarters, designed and occupied solely and specifically for family members and/or guests 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.

10. Any and all burning of brush, vegetation, fields, trash, etc., shall occur in accordance with Kerr County Precinct 2 burn restrictions and requirements.

11. Privacy. The Association may, from time to time, publish listings of Owner names along with their address and contact information, and may include Owner names and other information in newsletters or other publications. Owners who prefer that their information not be included in such listings should contact the Board in writing to make their request known.

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 way 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 ten (10) years from the date this Declaration is recorded. After such time, they shall be automatically extended for successive periods of (10) years. This Declaration may be amended at any time by an instrument signed by at least two thirds (2/3) of the members of the Association who are then entitled to vote, and 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 counterparts and all such executed counterparts 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 I-EREOF, the undersigned Owners have hereunto caused this instrument to be executed as of the date of their respective acknowledgements; but effective the 14th day of June, 2011 (the "Effective Date").

CENTER PONT ESTATES PROPERTY OWNERS
ASSOCIATION
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IATION

DAVID JOHN MCCALLUM, President

BY:

ACKNOWLEDGMENT

STATE OF TEXAS

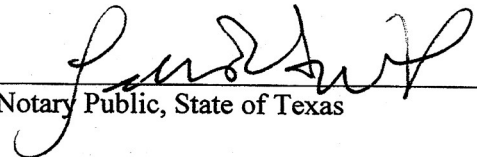
COUNTY OF KERR

This instrument was acknowledged before me on JUNE 14, 2017, by DAVIDJOHN MCCALLUM, President of CENTER PONT ESTATES PROPERTY OWNERS ASSOCIATION, on behalf of said association.

JARROD G. HAMIL
My ID # 10027721
Expires December 6, 2018

Filed by

CPEHOA
P.O. BOX ~~248~~ 284
CENTER POINT, TX 78010


Notary Public, State of Texas



FILED AND RECORDED
At 12:15 o'clock P M
STATE OF TEXAS
COUNTY OF KERR
June 14, 2017

I hereby certify that this instrument was filed in the
numbered sequence on the date and time
stamped above by me and was duly recorded in
Public Records of Kerr County Texas.

Rebecca • County Clerk

After Recording Return To:

COURT HOUSE SECURITY	CL	1.00	1.00	0.00
RECORDS ARCHIVAL	CL	10.00	10.00	0.00
RECORDS MANAGEMENT	CL	10.00	10.00	0.00
RECORDING FEE	CL	33.00	33.00	0.00
Totals		54.00	54.00	0.00

Rebecca Bolin
Kerr County Clerk
700 Main St., Rm 122
Kerrville, TX 78028



Receipt Number : 105781
Date Paid : 6/14/2017 12:20:51PM
User: Theresar

Payment No:101945

Paid Amount :54.00

Payment Type:Check Payment

Check No :1229

Cost Code	Type	Amount Owed	Amount Paid	Balance Owed
<u>Instrument : Daily Non Cases Fees</u>		Inst Type:	Book:	Page:
Paid By: DAVID JOHN McCALLUM				
Payment Remarks : 17-04006 AMENDED RESTR 12:15 PM (CPEHOA)			Original Balance .	54.00
			Amount Paid :	54.00
			Amount Applied :	54.00
			Amount Unapplied	0.00