

STATE OF TEXAS     §  
COUNTY OF HAYS   §

CEDAR OAK MESA, INC  
RESTRICTIONS AND AMENDMENTS  
EFFECTIVE MARCH 1992

WHEREAS, CAMPFIRE, INC., caused to be filed of record, restrictions recorded in Volume 273, Pages 861, 862, and 863 of the Deed Records of Hays County, Texas, and was last amended in March 1992 to read:

WHEREAS, for the purposes of further carrying out a general plan and scheme for the beautification and orderly development of said subdivision, CEDAR OAK MESA, INC., the Property Owners Association, hereinafter called Cedar Oak Mesa, Inc., representing a majority of all votes cast by lot owners in said Wimberley Campfire No. 2 and having the right pursuant to the terms of said restrictions to amend said restrictions, do hereby amend said restrictions as hereinafter set forth:

“The following covenants and restrictions shall apply to all Campfire campsites, hereinafter called lots, in Wimberley Campfire Subdivision No. 2 in Hays County, Texas except the lot designated “reserve” on said plat which is reserved for access to the adjoining property, and the water well site tract between said “reserve” tract and Lot Sixty-four (64). This subdivision has been primarily designed as a haven for recreation vehicles, i.e. motor homes, travel trailers, and campers, and it is anticipated that permanent structures will be built or emplaced on the property. Therefore, Paragraphs 1 through 5 following will govern such installation.”

1. No building or permanent improvement may be erected on said lots until Cedar Oak Mesa, Inc. (hereinafter called “Company”) or its duly designated representative or assigns shall have approved the plans and specifications thereof. All plans and specifications must be sent in duplicate to Cedar Oak Mesa, Inc. by certified mail. Plans shall be deemed approved if no action is taken within Thirty (30) days.
2. No conventional house of less than 600 square feet in floor area excluding open porches and garages shall be erected or placed on any lot. Any such building or structure shall be covered with at least two coats of stain or paint. Any metal surfaces shall be of aluminum or non-rusting material, or shall be maintained free of rust by painting.
3. No more than one private dwelling house may be erected on any lot in the subdivision or no more than one mobile home may be permanently parked on any lot.
4. ***Was amended in March 1992 to read as follows:***  
No part of permanent building or mobile home, on any lot, shall be erected or maintained nearer than 15 feet from the property line, as indicated by survey stakes, on which the lot fronts; or nearer than 3 feet from the side property lines of said lot; or nearer than 10 feet from any rear property line as indicated by survey stakes.
5. Each house or permanently attached mobile unit in this sub-division shall be connected to a sewage disposal system, meeting the requirements of the San Marcos-Hays County Health

Department and the Company. Septic tanks are prohibited on lots fronting the Blanco River, i.e. Lots 282-297.

**6. Was amended in 1983 to read as follows:**

Resale or For Sale signs will be no more than 36" X 36". One sign is allowed per lot.

**7. Was amended in March 1992 to read as follows:**

Each and every restriction and condition contained herein shall continue and remain in full force for the longest period allowed by law, unless one or more of said restrictions are sooner modified or abrogated by a joint written agreement by a majority of the owners of record in said Cedar Oak Mesa, Inc. who are in good standing with all fees paid for the current year.

8. Cedar Oak Mesa, Inc. Property Owners Association was created and the owner or owners shall be entitled to one voting membership per lot. When a lot owner sells his lot, the voting membership is automatically transferred to the new lot purchaser. The purpose of said association shall be for upkeep, promotion, and maintenance of Cedar Oak Mesa, and it may promulgate rules from time to time for the betterment of the community. The Company can implement the Association at any time.

**9. Was amended in March 1992 to read as follows:**

The owner of each lot, by purchasing said lot, agrees to pay a maintenance fee of \$65.00 per year to the Association, which fee shall be due and payable for each and every year after said purchase, with the first due date December 1, 1974, for sales prior to that date. The maintenance fee shall be used to defray the overall cost and upkeep of the community pool, pavilion, showers and restrooms, and for the general maintenance and up-keep of the roads, reciprocal park, tennis court, and common areas. The fees may be increased or decreased in proportion to the demands created by Cedar Oak Mesa, Inc., but not without written consent of a majority of the owners of record. Such fees thus imposed shall be secondary and subordinate to any valid first mortgage, purchaser lien, or mechanic's and materialman's lien for the purchase or construction of a residence or other improvement.

10. Campfire Incorporated agrees to provide the sub-division with a swimming pool, pavilion lodge, showers and restroom facilities, tennis court, dumping station, and reciprocal camping park on or before December 1, 1974. The company is not held responsible for Acts of God, such as construction delays arising from fire, windstorm or rain.

11. An easement strip of land 3 feet off the sidelines and 10 feet in width off the rear lines of all lots in this sub-division is hereby dedicated as public utility easements.

12. No property owner can cut down any tree 6 inches or larger in diameter without the written consent of the Company or Cedar Oak Mesa, Inc.

13. Tenting is allowed on all lots under the specific condition that tents or canvas structures cannot remain standing on the property unless the owner is actively engaged in camping. Should the owner leave his property overnight, the tent must be collapsed and stored out of sight.

14. By the purchase of any lot within Cedar Oak Mesa, Inc., the owner agrees to utilize the sub-division water system, if usage is desired, according to the published rates. The resources of the Association's Water Company, a public utility, will be utilized. The membership in which includes a tap-in fee of \$100.00. In addition, telephone and electric service will be available to each lot.

15. No standing piles of debris, trash or other trivia, which is deemed unsightly, shall be allowed to accumulate on any lot.
16. The subject property is designated a bird sanctuary and game preserve. No hunting or shooting of firearms is allowed on any lot.
17. No animals or poultry other than household pets shall be allowed on any lot.
18. No lots except those designated by Cedar Oak Mesa, Inc., shall be used as a park or common area. The Company will retain ownership in the reciprocal camping park along the Blanco River of approximately five (5) acres in size, designated as Hitching Post Park, and the recreation facilities, an area of approximately one (1) acre, which is designated as Campfire Circle, and Lot number 282, which is designated as Gazebo Park.
19. Any tree or shrub which is planted or maintained on any lot, and which is less than 48 inches in height, must be surrounded by four (4) white stakes at least 48 inches in height, or Cedar Oak Mesa, Inc. or its assigns will not be responsible for the destruction of such a tree or shrub by mowing, or other forms of maintenance.
20. Cedar Oak Mesa, Inc. or its assigns, reserves the right to enter upon vacant or unattended lots for the purpose of improving its general appearance, mowing weeds, removal of trash or trivia, etc., without being classified as a trespasser, or being liable for damage to property removed.
21. ***Was amended in March 1992 to read as follows:***  
All campers or mobile home units must be inspected and approved by Cedar Oak Mesa, Inc., before being placed on any lot in a semi-permanent or permanent status. No unit over three (3) years of age will be inspected or approved. Any unit with a tag dated three years or older will be rejected. Proof of the age of any unit must be furnished. Owners will be required to make a \$500.00 deposit of earnest money as a contract with the Cedar Oak Mesa Board of Directors for ninety (90) days. The deposit will be held until the unit is skirted and any needed repairs are made to comply with the restrictions. All deposit money will be returned when the work is completed within the ninety (90) day period.
22. Screened-in porches or enclosed additions may be added to any camper or mobile unit only with the approval of Cedar Oak Mesa, Inc.
23. ***Was amended in 1983 to read as follows:***  
All recreational vehicles not registered for the current year or mobile homes permanently (for the duration, or in excess of three months) on any lot shall be skirted around the base. There is no size limit on any camper or mobile home unit.
24. ***Was added in 1983 and reads as follows:***  
Any land, which is, designated a common area, reciprocal camping park, commercial, or recreation facility, is not subject to these restrictions.
25. ***Was added in 1983 and reads as follows:***  
All vehicles rated over one ton are prohibited from parking on easements or common property. All damages to waterlines caused by vehicles are the responsibility of the vehicle driver or the lot owner.

**26. *Was added in 1983 and reads as follows:***

There will be no public roads entering or leaving Cedar Oak Mesa except the roads that are on the plat filed with Hays County.

**27. *Was added in 1983 and read as follows:***

All dogs must be in a fenced area or on a leash. Owners are responsible for any damage done by their dogs.

**Each Lot Owner must be guided by these Covenants and Restrictions to which the respective Lots of Cedar Oak Mesa, Inc., are subjected.**

**This instrument, together with new amendments, is effective the 15<sup>th</sup> day of March 1992. The original Amendment Document was signed by the President, Cedar Oak Mesa, Inc., Property Owners Association, at the Board meeting on April 11, 1992, and attested to by the Vice President and Treasurer. It is notarized and resides in Volume 273 of the Deed Records of Hays County, Texas.**