

OUR FACEBOOK PAGE

Please request membership to our facebook group it is CEDAR OAK MESA NEIGHBORS FB GROUP

<https://www.facebook.com/groups/1632847030263199> This is a private group and requires an invite or confirmation. We can all stay informed !!

BULLETIN BOARD

We have a bulletin board at the entrance that we will post information on also to keep you informed

BOARD MEETING

Please pay your dues. As of April 1, 2025 there is an added \$60 admin fee total \$175 per lot. This must be paid to exchange key. Please bring your old key also. \$30 for a lost key. You are responsible for keeping us updated on your contact information.

The next Board meeting is set for September 4, 2025, 7 PM at pool office

*****NOTICE*****

You MUST fill out an ACC form and get board approval for building anything on your lot. This includes Decks, fences, sidewalks, shops, sheds etc. By not doing so your project could be halted and cost more money and time. Rules are rules lets please abide by them. You must get board approval and provide a \$500 deposit before bringing in any Mobile Home, Modular Home, Tiny Home, Rv or building a home etc... this will be refunded when build and or underpinning is complete. Failure to do so could cost more money and time and may be asked to remove such building if it doesn't pass board approval according to restrictions. you have 90 days to underpin the said dwelling that you are going to live in.

Contact a Board member or send filled out ACC form to The Email cedaroakmesa@gmail.com before doing any of these Thank you

A Resale fee is due on any sale of a property of \$100 per lot Title company will require a resale certificate and will send it back to COM with buyer and seller info.

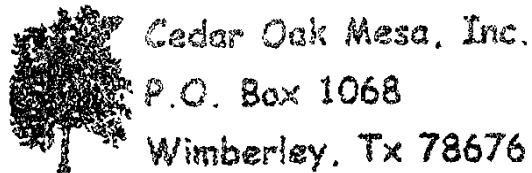
POTLUCK POOL
PARTY!! MARK
YOUR CALENDARS
FOR SATURDAY,
OCTOBER 11, 2025
FROM 4:00 PM -
8:00 PM



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PROPERTY OWNER'S RECREATION PERMIT

This permit is required for the following conditions:

- For more than 10 guests at the park or 6 at pool

A conditionally refundable deposit will be charged as follows:

- Hitching Post Park (\$100) _____
 - Gazebo Park (\$100) _____
 - Swimming Pool (\$50) _____
- } Specify One

The Board of Directors, Cedar Oak Mesa, Inc. Property Owners Association hereby grant permission to _____ for use of the area noted above for the purpose of _____ on ____ / ____ / ____.

Cedar Oak Mesa, Inc. assumes no liability or responsibility for damages or injuries to persons or personal property. The property owner who has been granted permission above is responsible to Cedar Oak Mesa, Inc. for any damage done to COM, Inc. property and cleanup of the area used.

A deposit is required (see above). Upon inspection, the deposit is refundable, provided there is no cause to repair damages or cleanup of the area. Any cost to repair damages to COM, Inc. property or cleanup the area will be deducted from the deposit. Any costs incurred by COM, Inc., in excess of the deposit, will be billed to the property owner.

All park/pool rules shall be followed. If the parks are used for more than six hours, the responsible party must provide a chemical toilet facility(s), within an enclosure. There shall be no generators run after 10PM or before 8AM. The area shall remain open to use by other property owners. A copy of this permit shall be affixed to the area entrance during the event. If at Gazebo please limit cars to (3) have you're your guests park at your residence and walk or carpool to save room for other residents to park.

Conditions Accepted

Name: _____

Address: _____

Telephone: _____

Lot Nos.: _____

Signature: _____

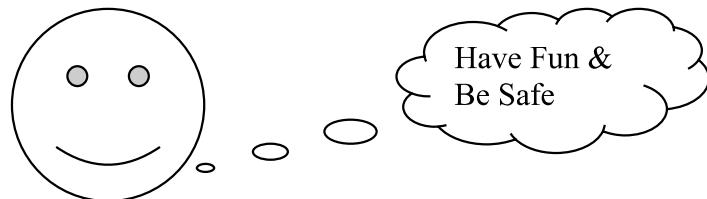
Date: _____

Board Approval

Position: _____

Name: _____

Date: _____



REVISED 04/07/11

A/PIC Case No. _____

**Cedar Oak Mesa
Architecture/Property Improvement Committee
Carport/Garage Building Rules and Regulations**

Mandatory Qualifying Requirements

1. All maintenance dues and liens (current and past years) shall be paid.
2. Any Deed Restriction violation(s) shall be corrected by the owner and validated by a COM POA Board member or Architecture and Property Improvement Committee member.

Filing Requirements

- ✓ Provide a copy of the lot survey (if available)
- ✓ Locate and flag survey pins to determine and validate carport/garage placement.
- ✓ Prepare drawing of the lot reflecting lot dimensions, carport/garage placement with respect to the property lines, and indicating where the front of the unit is located.
- ✓ The lot owner should fill out all specifications in the section below sign and mail this form, survey, and drawing to Cedar Oak Mesa, Inc., P.O. Box 1068, Wimberley, TX. 78676 (or alternatively return back to Architecture and Property Improvement Committee member).

Building Requirements

- ✓ Carport/Garage should be composed of new natural or man-made material.
- ✓ Carport/Garage construction should be compatible with the aesthetics of the lot, dwelling, and other out buildings on the lot.

Building Specifications

1. Carport/Garage sidewall material is composed of the following:

2. Carport/Garage structural support material is composed of the following:

3. Carport/Garage roof is composed of the following:

4. Dimensions of the carport/garage are as follows:

Length _____; Width _____; Height _____

Note: Any door(s) on the carport/garage will be constructed from the same material as the rest of the carport/garage.

I will complete this project within ninety-days (90) of receipt of approval to proceed, from the COM POA Board. Also, I will maintain a presentable construction area as the project is progressing. Further, I realize that I will be in violation of Deed Restriction No. 1, if I don't honor the previous two conditions.

Owner signature _____; Lot No. _____; Date _____

Cedar Oak Mesa Architecture/Property Improvement Committee Fence Building Rules and Regulations

Mandatory Qualifying Requirements

1. All maintenance dues and liens (current and past years) shall be paid.
2. Any Deed Restriction violation(s) shall be corrected by the owner and validated by a COM POA Board member or Architecture and Property Improvement Committee member.

Filing Requirements

- ✓ Provide a copy of the lot survey (if available)
- ✓ Locate and flag survey pins to determine and validate fence placement.
- ✓ Prepare drawing of the lot reflecting lot dimensions, fence placement with respect to property line, and indicating where the front of the housing unit is located.
- ✓ The owner should fill out all specifications in the section below sign and mail this form, survey, and drawing to Cedar Oak Mesa, Inc., P.O. Box 1068, Wimberley, TX. 78676 (or alternatively return back to Architecture and Property Improvement Committee member).

Building Requirements

- ✓ Fence post and fence material, if made from natural wood or man-made material, shall be comprised of new material – fences composed of natural rock are acceptable
- ✓ All fence posts shall be composed of the same material
- ✓ Front fence shall be no higher than four (4) feet with a see-through fence material
- ✓ Side and back fences shall be no higher than six feet - can be privacy fence style
- ✓ Privacy fences along the side of lot can be no further to front of lot than front edge of the house

Building Specifications

1. Post material is composed of the following: Backyard: fence will be composed of wood posts if fence is wood, or metal stakes if hog wire or chain link is used.
2. Fence material for the front is composed of the following: Either chain link or wood fencing slats. This portion of the fence will not be located at the front of the house. It will be located about half way back from the front of the house at back of the driveway, in front of the shed. It will be 4' high.
3. Fence material for the sides and back is composed of the following: Fence will be either wood, wire, or chain link. It will be approx. 5' high. Most of this portion will not be visible from the street as it is located down a slope behind the house and will not come to the front of the house.
4. Dimensions of the fence are as follows:
Width of front: approx. 25'; Length of side(s): approx. 30'; Length of back: approx. 80'

Height of front: 4'; Height of side(s): 5'; Height of back: 5'

Note: Gates on any given side will be constructed from the same material as the fence for that side.

I will complete this project within ninety-days (90) of receipt of approval to proceed, from the COM POA Board. Also, I will maintain a presentable construction area as the project is progressing. Further, I realize that I will be in violation of Deed Restriction No. 1, if I don't honor the previous two conditions.

Owner signature:

Lot No:

Date:

A/PIC Case No. _____

**Cedar Oak Mesa
Architecture/Property Improvement Committee
Miscellaneous Building Rules and Regulations**

Mandatory Qualifying Requirements

1. All maintenance dues and liens (current and past years) shall be paid.
2. Any Deed Restriction violation(s) shall be corrected by the owner and validated by a COM POA Board member or Architecture and Property Improvement Committee member.

Filing Requirements

- ✓ Provide a copy of the lot survey (if available)
- ✓ Locate and flag survey pins to determine and validate _____ placement.
- ✓ Prepare drawing of the lot reflecting lot dimensions, _____ placement with respect to the property lines, and indicating where the front is located, if applicable.
- ✓ The lot owner should fill out all specifications in the section below sign and mail this form, survey, and drawing to Cedar Oak Mesa, Inc., P.O. Box 1068, Wimberley, TX. 78676 (or alternatively return back to Architecture and Property Improvement Committee member).

Building Requirements

- ✓ _____ construction should be compatible with the aesthetics of the lot, dwelling, and other out buildings on the lot.

Building Specifications

1. _____ material is composed of the following:

2. _____ structural support material is composed of the following, if applicable:

3. Dimensions of the _____ are as follows:

Length _____; Width _____

I will complete this project within ninety-days (90) of receipt of approval to proceed, from the COM POA Board. Also, I will maintain a presentable construction area as the project is progressing. Further, I realize that I will be in violation of Deed Restriction No. 1, if I don't honor the previous two conditions.

Owner signature _____; Lot No. _____; Date _____

**Cedar Oak Mesa
Architecture/Property Improvement Committee
Porch/Deck Building Rules and Regulations**

Mandatory Qualifying Requirements

1. All maintenance dues and liens (current and past years) shall be paid.
2. Any Deed Restriction violation(s) shall be corrected by the owner and validated by a COM POA Board member or Architecture and Property Improvement Committee member.

Filing Requirements

- ✓ Provide a copy of the lot survey (if available)
- ✓ Locate and flag survey pins to determine and validate porch placement.
- ✓ Prepare drawing of the lot reflecting lot dimensions, porch/deck placement with respect to the unit to which it is attached and the property line, and indicating where the front of the housing unit is located.
- ✓ The owner should fill out all specifications in the section below sign and mail this form, survey, and drawing to Cedar Oak Mesa, Inc., P.O. Box 1068, Wimberley, TX. 78676 (or alternatively return back to Architecture and Property Improvement Committee member).

Building Requirements

- ✓ Porch/deck surface, railing, and roof material should be composed of new natural or man-made material.
- ✓ Porch/deck construction should be compatible with the aesthetics of the dwelling to which the porch is attached.
- ✓ Porches/decks should be skirted if the walking surface is not at ground level and they can be viewed from a public passageway.

Building Specifications

1. Porch, door, railing, or roof materials is composed of the following:

2. Skirting material is composed of the following:

3. Dimensions of the porch are as follows:

Length _____; Width _____

4. Dimensions of the railing(s)

Length _____; Height _____

Note: The roof profile shall be no higher than the dwelling to which it is associated.

I will complete this project within ninety-days (90) of receipt of approval to proceed, from the COM POA Board. Also, I will maintain a presentable construction area as the project is progressing. Further, I realize that I will be in violation of Deed Restriction No. 1, if I don't honor the previous two conditions.

Owner signature _____; Lot No. _____; Date _____

**Cedar Oak Mesa
Architecture/Property Improvement Committee
Utility Shed Building Rules and Regulations**

Mandatory Qualifying Requirements

1. All maintenance dues and liens (current and past years) shall be paid.
2. Any Deed Restriction violation(s) shall be corrected by the owner and validated by a COM POA Board member or Architecture and Property Improvement Committee member.

Filing Requirements

- ✓ Provide a copy of the lot survey (if available)
- ✓ Locate and flag survey pins to determine and validate utility shed placement.
- ✓ Prepare drawing of the lot reflecting lot dimensions, utility shed placement with respect to the property lines, and indicating where the front of the unit is located.
- ✓ The lot owner should fill out all specifications in the section below sign and mail this form, survey, and drawing to Cedar Oak Mesa, Inc., P.O. Box 1068, Wimberley, TX. 78676 (or alternatively return back to Architecture and Property Improvement Committee member).

Building Requirements

- ✓ Utility shed should be composed of new natural or man-made material.
- ✓ Utility shed construction should be compatible with the aesthetics of the lot, dwelling, and other out buildings on the lot.

Building Specifications

1. Utility shed sidewall material is composed of the following:

2. Utility shed structural support material is composed of the following:

3. Utility shed roof is composed of the following:

4. Dimensions of the utility shed are as follows:

Length _____; Width _____

Note: Any door(s) on the utility shed will be constructed from the same material as the rest of the utility shed.

I will complete this project within ninety-days (90) of receipt of approval to proceed, from the COM POA Board. Also, I will maintain a presentable construction area as the project is progressing. Further, I realize that I will be in violation of Deed Restriction No. 1, if I don't honor the previous two conditions.

Owner signature _____; Lot No. _____; Date _____

CEDAR OAK MESA, INC.
RESTRICTIONS AND AMENDMENTS
EFFECTIVE October 2022

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 October 2022 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.
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 \$100 per year per lot to the Association. (Amended from \$65 to \$100 per lot in December 2022) in which fee shall be due and payable for each 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 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. The resale certificate fee of \$100.00 per lot and any liens on said purchased property shall be paid to COM at the time of closing.
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. Or No Non running non- registered vehicles
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 more than 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 damage to waterlines caused by vehicles is 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.

28. Was added in October 2022 and read as follows: Solar panels used to store and facilitate electricity to a dwelling are permitted. Solar panels shall be restricted to rooftops only. The batteries must be stored in an enclosed shed or garage. Before erecting or installing COM Board must approve panels and shed (if building new one)

29. Was added in October 2022 and read as follows: No loud noise (construction, vehicle engines, landscaping, music etc.) before 8 am or after 10 pm Beginning on Sunday a.m.- Thursday P.m. And 8 A.M -11p.m on Friday and Saturday.

30. Was amended December 2022 and reads as follows: by vote of COM/ POA members. Poa dues were raised from \$65 per lot to \$100 per lot with a \$15 late fee per lot after March 1st and a \$60 admin fee after April 1st per lot. Vote passed December 2022

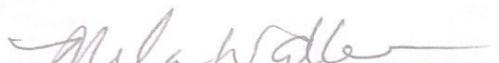
31. Was amended April 2022 and reads as follows: Lost key fee was raised from \$15 to \$30
Only 1 key per lot is permitted.

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 on the 15th 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.

CAMPFIRE 2 SUB-DIVISION

This document contains corporation Bylaws and supplementary information covering the Residential Property Usage. The subdivision has at times also been known as Wimberley Campfire 2, but is currently known as Cedar Oak Mesa, Inc. (COM). COM is a corporation registered in the state of Texas as a nonprofit entity. The Deed Restrictions and Information contained herein has been developed by the Board of Directors to guide them in the management of COM through the mechanism of a Property Owners Association (POA).



Melaine Walker, Treasurer
Cedar Oak Mesa POA

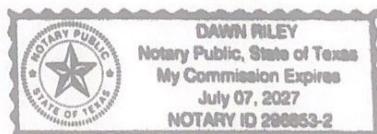
STATE OF TEXAS

§

COUNTY OF HAYS

§

This instrument was acknowledged before me on the 27 day of August, 2024



Dawn Riley
Notary Public

SEAL

AMENDMENT OF RESTRICTIONS
WIMBERLEY CAMPFIRE NO. 2STATE OF TEXAS

127645

COUNTY OF HAYS

WHEREAS, CAMPFIRE, INC., hereinafter called CAMPFIRE, caused to be filed of record restrictions recorded in Volume 273, Pages 861, 862 and 863 of the Deed Records of Hays County, Texas covering Wimberley Campfire No. 2, a subdivision in Hays County, Texas and subsequently filed two amendments to such restrictions; and

WHEREAS, for the purpose of further carrying out a general plan and scheme for the beautification and orderly development of said subdivision, CAMPFIRE and WIMBERLEY PROPERTIES DEVELOPMENT COMPANY, INC., hereinafter called WIMBERLEY, being the owners of record of more than 66 2/3% of the lots 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:

"It is reiterated that the covenants and restrictions apply to all Campfire campsteads, hereinafter called lots, in Wimberley Campfire No. 2, a subdivision in Hays County, Texas, except Lot Two hundred forth (240) designated "commercial, the lot designated "reserved area" on Section two of said plat, as amended (said "reserved" tract may be used for any purposes WIMBERLEY, its successors and/or assigns (including assigns under foreclosure) desire including, but not limited to, a part may be used as a road for access to the adjoining property) and the water well site between said "reserved area" tract and lot 64.

Paragraph 9 of said Restrictions is hereby amended so that the same shall hereinafter read and be as follows:

"9. The owner of each lot, by purchasing such lot, agrees to pay a maintenance fee of \$40.00 per year to the Campfire Owners Association, which fee shall be due and payable in advance of each and every year after said purchase.

Until the Campfire Owners Association is created: (1) all fees above or below provided for shall be paid to WIMBERLEY (or any other successor or assign owner owning a majority of the unsold lots in Wimberley Campfire No. 2 and in the 50 acre tract

DEEDS

Hays County, Texas

(or such part thereof as WIMBERLEY shall add to Wimberley Campfire No. 2) hereinafter provided for (if, as and when it, or any part, is added to Wimberley Campfire No. 2), who shall use such funds as hereinafter provided; (2) all powers and rights above or below mentioned to be exercised by Campfire Owners Association shall be exercised by and belong to WIMBERLEY (or any other successor or assign owner owing a majority of the unsold lots in Wimberley Campfire No. 2 and in all or such part of the 50 acre tract hereinafter provided for (if, as and when all or any part of it is added to Wimberley Campfire No. 2). The maintenance fee shall be used to pay the overall cost and upkeep of the community pool, pavilion, showers, and restrooms, and for the general maintenance and upkeep of CAMPFIRE roads, reciprocal camping park, tennis courts, and the common areas (in the event of all or any part of an additional tract of approximately fifty acres to the north of Wimberley Campfire No. 2 is added to Wimberley Campfire No. 2 as herein-after provided, the funds can be used, along with funds from the owners in the additional tract, to maintain roads, common areas, and facilities in the additional tract or tracts). Proceeds of maintenance fees may be used for the organization expense of a non-profit corporation to carry out the collection and expenditure of the maintenance fees. The fees may be increased or decreased with the written agreement of the owners of record of 66 2/3% of the lots in the subdivision (and the additional tract or tracts or any part thereof, if added). Such fees shall be and constitute a lien on each and every lot, which lien shall be secondary and subordinate to any valid first mortgage, purchase money lien, or mechanic's and materialman's lien for the purchase or construction of a residence or other improvements. All or a part of the tract to the north of Wimberley Campfire No. 2 (which will not exceed fifty acres), may be divided into one or more tracts by WIMBERLEY, its successors and assigns and made a part of Wimberley Campfire No. 2 so it will have access to the roads and facilities of Wimberley Campfire No. 2. In such event the owners of lots in the additional tract or tracts to the north (which shall not exceed 50 acres) shall pay a similar fee of \$40 per year to the Campfire Owners Association with

provisions for increasing and decreasing as are contained in this paragraph, the funds paid by the owners in the additional tract or tracts shall be a part of the maintenance fund above referred to and all of the funds may be used together as is above provided and the fees may be increased or decreased as is above provided and the owners in the additional tract or tracts shall be counted and included as members the same as the owners of lots in Wimberley Campfire No. 2. Similarly, fees to be paid by the owners in the new tract or tracts shall be and constitute a lien on each and every lot in the newly subdivided tract or tracts, which liens shall be secondary and subordinate to any valid first mortgage, purchase money lien, or mechanic's lien for the purchase or construction of a residence or other improvements. The Campfire Owners Association above referred to may be incorporated or unincorporated and may be implemented at such time as WIMBERLEY, its successors and assigns, desires. If the additional 50 or less acres above referred to is added to Wimberley Campfire No. 2 by WIMBERLEY or its successors and assigns, then the owners in same shall have access to the roads and other facilities in Wimberley Campfire No. 2 through a fifty foot road running through the "reserved area" tract above referred to (and perhaps also using a small portion of the entrance road to the water well, all of which shall be designated by WIMBERLEY, its successors and assigns). The Campfire Owners Association, as and when created, is given authority to work out such terms as may be necessary or convenient or advisable with owners in the additional tract or tracts included as to the time of the beginning of the payment of fees, any variation in fees that they deem equitable in the adjoining tract or tracts than that set up for Wimberley Campfire No. 2, etc. If, as and when WIMBERLEY should decide to and does deed Campfire Owners Association the area containing the tennis courts, pavilion and swimming pool and the area containing the camping park, then the Campfire Owners Association will be authorized and empowered to permit other uses of its road, common areas, camping park, tennis court, pavilion, swimming pool, showers, restrooms, etc. on such terms as it deems best. These additional

uses may or may not be by property owners in the vicinity.

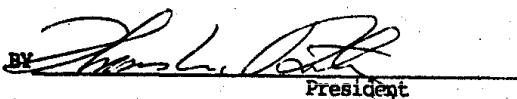
Such association is also empowered to take in other property owners associations or to combine or merge with other property owners associations.

Paragraph 8 of the first Restrictions are amended so as to conform with the provisions of this new amended Paragraph 9 and so as to allow the owners of lots in the tract to the north, if same or any part is made a part of Wimberley Campfire No. 2, to have a vote the same as the owner of lots in Wimberley Campfire No. 2.

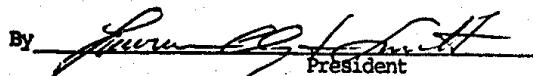
Regardless of the provisions of Paragraph 18 of the original Restrictions, CAMPFIRE may sell, and has sold, the properties therein mentioned to WIMBERLEY. Further, all of the rights, powers and authority granted in the original Restrictions, and all amendments thereto, to CAMPFIRE are hereby assigned and given to WIMBERLEY, its successors and assigns, including, but not limited to, the powers and authority in Paragraph 1, Paragraph 4(d), Paragraph 1, Paragraph 4(d), Paragraphs 20, 21 and 22 in the original Restrictions, etc.

THIS INSTRUMENT IS EFFECTIVE THE 15th day of January, 1978, by CAMPFIRE, INC. and WIMBERLEY PROPERTIES DEVELOPMENT COMPANY, INC. as owners of record of more than 66 2/3% of the lots in said subdivision.

CAMPFIRE, INC.

BY 
President

WIMBERLEY PROPERTIES DEVELOPMENT COMPANY, INC.

By 
President

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Thomas W. Fickey, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said CAMPFIRE, INC., a corporation and that he executed same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

A.D. 1978.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of February

Elizabeth Tosta
Notary Public in and for Harris County, Texas

STATE OF TEXAS

COUNTY OF HAYS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Laurence Clay Sinsky, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said WIMBERLEY PROPERTIES DEVELOPMENT COMPANY, INC., a corporation and that he executed same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

A.D. 1978.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 6th day of FEB,

Laurene C. Sinsky
Notary Public in and for Hays County, Texas

STATE OF TEXAS
COUNTY OF HAYS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Hays County, Texas, as stamped hereon by me, on



April 10, 1979
Lydele B. Clayton
COUNTY CLERK
HAYS COUNTY, TEXAS

HAYS COUNTY, TEXAS
79 APR 9 PM 3 09
COUNTY CLERK

STATE OF TEXAS X
COUNTY OF HAYS X

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AMENDMENT OF RESTRICTIONS
WIMBERLEY CAMPFIRE NO. 2

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

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 more than 66-2/3% of the lots 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 campsteads, hereinafter called lots, in Campfire Subdivision No. 2 in Hays County, Texas, except Lot Two hundred forty (240) designated "commercial", 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).

Since this subdivision has been primarily designed as a haven for recreation vehicles, i.e. motor homes, travel trailers, and campers, it is anticipated that few permanent structures will be built or implaced on the property. However, in this event, 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 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 and no more than one mobile home may be permanently parked on any lot.
4. Is amended to read as follows:
No part of a permanent building or mobile home, on any lot, shall be erected or maintained nearer than 15 feet from any street 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 lot line.

- a.) In the case of a building constructed on two or more lots, then the group of lots shall be considered as a single lot in applying these restrictions.
- b.) Plans for proposed fence construction must be submitted to the Property Owner's Association for approval prior to construction.
5. Each house or permanently attached mobile unit in this subdivision 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. Is amended to read as follows:
Resale or For Sale signs will be no more than 36" X 36".
One sign is allowed per lot.
7. 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 the owners of record of 66-2/3% of the lots in said Cedar Oak Mesa, Inc.
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. Amended to read as follows:
The owner of each lot, by purchasing said lot, agrees to pay a maintenance fee of \$50.00 per year to the Association, which fee shall be due and payable of 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 upkeep 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 66-2/3% 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 subdivision 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, windstrom or rain.
11. An easement strip of land 3 feet off the side lines and 10 feet in width off the rear lines of all lots in this subdivision 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 subdivision 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 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 approximately five (5) acres in size, designated as Hitching Post Park and the recreation facilities an area of approximately one (1) acre is designated as Campfire Circle. The Company, at its option may deed these facilities to the Owners Association at a later date.
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 Campfire 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. Campfire Incorporated or its assigns, namely Cedar Oak Mesa, Inc. 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. All campers or mobile home units, if more than five years of age, must be inspected and approved by Cedar Oak Mesa, Inc. before being placed on any lot in a semi-permanent or permanent status. Such vehicles must be in good condition, and painted and maintained on the exterior. Any unapproved vehicle must be removed from the premises by the property owner.
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. Is amended to read as follows:

All Recreational Vehicles not registered for the current year or mobile homes permanently (for the duration 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. Any land which is designated a common area, reciprocal camping park, commercial, or recreation facility, is not subject to these restrictions.
25. ADDED
All vehicles rated over one ton are prohibited from parking on easements or common owned property. These vehicles must be parked on private property. All damages to water lines caused by vehicles are the responsibility of the vehicle driver or the lot owner.
26. ADDED
There will be no public roads entering or leaving Cedar Oak Mesa except for the roads that are on the plat filed with Hays County.
27. ADDED
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 is effective the 5th day of September, 1983.

CEDAR OAK MESA, INC.
PROPERTY OWNERS ASSOCIATION

By: Richard Sunbury
Richard Sunbury, President

ATTEST:

Lorraine Pennington
Lorraine Pennington, Treasurer

THE STATE OF TEXAS X

COUNTY OF TRAVIS I

FILED
HAYS COUNTY, TEXAS
REC'D - 1 NOV 9 1983
COUNTY CLERK

BEFORE ME, the undersigned authority, on this day personally appeared RICHARD SUNBURY, President of CEDAR OAK MESA, INC. PROPERTY OWNERS ASSOCIATION, 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 16 day of November, 1983.

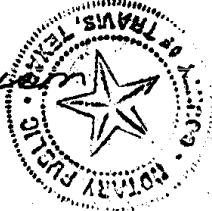
STATE OF TEXAS
COUNTY OF HAYS
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED, in the Volume and Page of the named RECORDS of Hays County, Texas, as stamped hereon by me.



December 1983
Lydele B. Clayton

COUNTY CLERK
HAYS COUNTY, TEXAS

Dorothy Faison
Travis Co. Tex
9-4-84



Doc 03009210 Bk 2185 Vol 213
BYLAWS OF CEDAR OAK MESA, INC.
PROPERTY OWNERS ASSOCIATION

Amended by the Board of Directors 1992
Reaffirmed by the Board of Directors on October 12, 1996
Revised April 2002
Revised and Reaffirmed by the Board of Directors in March 2003

DEFINITIONS:

1. A parcel of land in excess of 10,000 square feet, termed campstead in company literature, will be designated a lot for the sake of these Bylaws.
2. The office of Cedar Oak Mesa Property Owners Association shall be located within Cedar Oak Mesa.

ARTICLE I

CEDAR OAK MESA PROPERTY OWNERS

Section 1. Class of Members

Cedar Oak Mesa Property Owners Association shall have one class of members: Charter. One Charter Membership shall be issued to the owner(s) of a lot in Cedar Oak Mesa Subdivision.

Section 2. Voting Rights

Lot owners in good standing shall be entitled to one vote per lot on each matter submitted to a vote of the membership. A member in good standing is a property owner that is current in the payment of the Maintenance Fees, and has no unresolved Deed Restriction or Bylaw violations.

Section 3. Resignation

Any member may resign by filing a written resignation with the Secretary, but such a resignation shall not relieve the member so resigning of the obligation to pay (past, present or future) dues, assessments, or other charges accrued and unpaid.

Section 4. Effect of Termination or Resignation of Membership

The termination of membership or the resignation of any member shall forfeit all privileges of membership and all of the rights or privileges theretofore existing. All rights to the use of any property belonging to Cedar Oak Mesa Property Owners Association shall cease. Termination of membership shall not release any right of lien, which the Association may have against the property of the person whose membership is terminated for non-payment of dues, maintenance fees, or other charges.

Section 5. Transfer of Membership

If the ownership of a lot is sold or assigned, the membership shall be transferred to the subsequent purchaser. Any attempt to transfer membership in any other way shall be null and void. The seller/buyer shall pay the POA a \$50 Administrative Transfer Fee for handling the change of ownership (in accordance with Chapter 207 of the Texas Property Code). If a property owner fails to pay the Transfer Fee a lien may be filed against the property and/or a suit filed in Small Claims Court.

Section 6. Establishment of Ownership

The Board uses the first name appearing on the Property's Deed to establish the rightful owner. This is the same rule that the Hays County tax assessor's office uses to establish ownership.

ARTICLE II

MEETING OF MEMBERS

Section 1. Annual Meeting

An Annual Meeting shall be held on the last Saturday of April at 9:00 AM, unless otherwise notified, for the purpose of election of directors to fill expired terms and the transaction of such other business as may come before the meeting. Minutes shall be kept and read at the following Annual Meeting. No quorum is required.

Section 2. Special Meeting

A Special Meeting of the members may be called by the President of the Board of Directors, or by not less than owners of one-tenth of the total owned lots, whose owners are in good standing.

Section 3. Notice of Meetings

Written or printed notice stating place, day, and hour of any meeting of members shall be delivered either personally or by mail, to each member entitled to vote at such meeting, not less than ten or more than fifty days before the date of such meeting, by or at the direction of the President, or the Secretary, or the Officers or persons calling the meeting. In case of a Special Meeting, or when required by Statute or by these Bylaws, the purpose or purposes of the meeting shall be deemed to be delivered when deposited in the United States Mail addressed to the member at his address as it appears on the records of the corporation, with correct postage thereon prepaid.

Section 4. Quorum for Special Meetings

Owners of a simple majority of the total owned lots, represented in person or by proxy, shall constitute a quorum at a meeting of the members, but in no event shall a quorum consist of less than one-third (1/3) of the total of lots owned which are entitled to vote at the meeting. If a quorum is present, the affirmative vote of the majority of the lots owned, represented at the meeting, and entitled to vote on the subject matter, shall be the act of the members.

Section 5. Voting by Mail

Where Directors or Officers are to be elected by members, such election may be conducted by mail in such a manner, as the Board of Directors shall determine.

Section 6. Board of Directors Candidates

Lot Owners in good standing wishing to run for the Board of Directors shall submit their name to Cedar Oak Mesa Property Owners Association by March 1 of the election year.

ARTICLE III

BOARD OF DIRECTORS

Section 1. General Powers

Its Board of Directors shall manage the affairs of Cedar Oak Mesa. Directors need not be residents of the State of Texas.

Section 2. Number, Tenure and Qualifications

The number of Directors shall be five (5). The terms of the Directors shall be two years. Three Directors shall be elected one year, and two Directors shall be elected the following year. Each director shall hold office until his successor shall have been elected and qualified. New Board members will take office in May or the first meeting called after elections have been held.

Section 3. Removal

Any Director elected or appointed may be removed for missing three regular meetings without good cause. The written vote of a majority of the Directors is required for removal. Any Director, who does not remit his/her maintenance fee each year by April 1, shall be deemed unqualified, and shall be replaced by a qualified member with a majority vote of the remaining Directors.

Section 4. Meetings

A regular meeting of the elected and replaced Board of Directors will be held immediately after the Annual Meeting of members. Additional regular meetings will be held the first Thursday of each month at 7:00 PM in Cedar Oak Mesa. Each Director must be notified three days before a special meeting.

Section 5. Quorum

A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board.

Section 6. Manner of Acting

The act of a simple majority of the Directors present at any meeting, at which a quorum is present, shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these Bylaws.

Section 7. Vacancies

Any vacancy occurring in the Board of Directors and any Directorship to be filled by reason of an increase in the number of Directors shall be filled by vote of the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his/her predecessor.

Section 8. Compensation

A Director may receive a reasonable allowance or compensation for personal services rendered in carrying out one or more of the Board's stated purposes. Nothing herein contained shall be construed to preclude

any Director from serving Cedar Oak Mesa Property Owners Association in any other capacity and receiving compensation thereof.

ARTICLE IV

OFFICERS

Section 1. Officers

The Officers of Cedar Oak Mesa Property Owners Association shall be: a President, one or more Vice Presidents, a Secretary, a Treasurer, and such other Officers as may be elected in accordance with the provisions of the article. The Board of Directors may elect or appoint such other Officers including Assistant Secretary(s), Assistant Treasurer(s), Park Ranger(s), and Committee Heads, as it shall deem desirable. Such Officers to have the authority and perform the duties as prescribed, from time to time, by the Board of Directors. The same person, except the offices of President and Secretary, may hold any two or more positions.

Section 2. Election and Term of Office

The Officers of Cedar Oak Mesa Property Owners Association shall be elected to serve each year by the Board of Directors at the first regular meeting. If the election of Officers shall not be held at the first meeting, such election shall be held as soon thereafter as conveniently possible. New Positions may be created and filled at any meeting of the Board of directors. Each Officer shall hold office until his successor shall have been duly elected and shall have qualified.

Section 3. Vacancies

A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 4. President

The President shall be the principal executive Officer and shall in general, supervise and control all of the business and affairs of Cedar Oak Mesa Property Owners Association. He/she shall preside at all meetings of the members and of the Board of Directors. He/she may sign, with the Secretary or any other proper Officer of Cedar Oak Mesa Property Owners Association, authorized by the Board of Directors, any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of directors or by these Bylaws or by statute to some other officer or agent of Cedar Oak Mesa Property Owners Association; and in general, he/she shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 5. Vice President

In the absence of the President or in the event of his/her inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of, and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him by the President or the Board of Directors.

Section 6. Treasurer

If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his/her duties in such sum and with such surety or sureties, as the Board of Directors shall determine. He/she shall have charge and custody of and be responsible for all funds and securities of the Cedar Oak Mesa Property Owners Association; receive and give receipts for money(s) due and payable to Cedar Oak Mesa Property Owners Association, from any source whatsoever, and deposit all such money(s) in the name of Cedar Oak Mesa Property Owners Association in such banks, trust companies, or other depositories as shall be selected with the provisions of Article VII of these Bylaws; and in general perform all duties incident to the Office of Treasurer and such other duties as from time to time may be assigned by the President or the Board of Directors.

Section 7. Secretary

The Secretary shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books/files provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of the corporate records; keep a register of the post office address of each lot owner which shall be furnished to the Secretary by such lot owner; and in general perform all duties incident to the Office of Secretary and such other duties as from time to time may be assigned by the President or the Board of Directors.

Section 8. Assistant Treasure(s) and Assistant Secretary(s)

If required by the Board of Directors, the Assistant Treasurer(s) shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Treasurer(s) and Assistant Secretary(s), in general shall perform such duties as shall be assigned to them by the Treasurer or the Secretary or by the President or the Board of Directors.

ARTICLE V

COMMITTEES

Section 1. Committee of Directors

The Board of Directors, by resolution adopted by a majority of the Directors in office may designate one or more committees, each of which may consist of one or more Directors; which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of Cedar Oak Mesa Property Owners Association; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it or him by law.

Section 2. Other Committees

Other committees, not having and exercising the authority of the Board of Directors in the management of Cedar Oak Mesa Property Owners Association may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of Cedar Oak Mesa Property Owners Association and the President of the Board of Directors shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such members whenever, in their judgment, the best interests of Cedar Oak Mesa Property Owners Association shall be served by such removal.

Section 3. Term of Office

Each member of a committee shall continue as such until the next Annual Meeting and until his/her successor is appointed, unless the committee be terminated sooner, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

Section 4. Chairman

The person or persons authorized to appoint the members thereof should appoint one member of each committee as Chairman.

Section 5. Vacancies

Vacancies in the membership of any committee may be filled by appointment made in the same manner as provided in the case of the original appointments.

Section 6. Quorum

Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 7. Rules

Each committee may adopt rules for its own government not inconsistent with these Bylaws or with rules adopted by the Board of Directors.

ARTICLE VI

CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Section 1. Contracts

The Board of Directors may authorize any Officer or Officers, Agent or Agents of Cedar Oak Mesa Property Owners Association in addition to the Officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of Cedar Oak Mesa Property Owners Association and such authority may be general or confined to specific instances. Any purchase of over \$300.00, except for emergencies, will require three written estimates where possible. The President or two Board members will determine an emergency.

Section 2. Checks, Drafts, Etc.

All checks, drafts, or orders for the payment of money, notes or other evidences of indebtedness issued in the name of Cedar Oak Mesa Property Owners Association shall be signed by two Officers of the Board of Directors, and in such a manner as shall from time to time be determined by resolution of these Board of Directors.

Section 3. Deposits

All funds of Cedar Oak Mesa Property Owners Association shall be deposited in a timely manner to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 4. Gifts

The Board of Directors may accept on behalf of Cedar Oak Mesa Property Owners Association, any contribution, gift, bequest, or devise for the general purposes of or for any special purpose of the Association.

ARTICLE VII

BOOKS AND RECORDS

The Association shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of regular and special meetings of the Board of Directors, and shall keep at the Cedar Oak Mesa office a record giving the names and addresses of the lot owners entitled to vote. Any member who first makes his purpose known, in writing, to the Board of Directors and returns such list to the Cedar Oak Mesa office may use the list of names and addresses. Any member or his agent or attorney may inspect all books and records of Cedar Oak Mesa Property Owners Association for any proper purpose, at any reasonable time during business hours.

ARTICLE VIII

MAINTENANCE

Section 1. Maintenance Funds

The maintenance funds as required by the Cedar Oak Mesa Restrictions are due January 1 annually. Said funds shall provide a source of revenue for the maintenance of roads, buildings, swimming pool, and common areas.

Section 2. Default and Termination of Membership

When a lot owner has not paid the maintenance fee by March 1, the Board of Directors shall assess a late charge of 15% of the current year's fee. When a lot owner has not paid the maintenance fee by April 1, the Board of Directors shall assess an administrative charge of \$50 to be added to the debt. Cedar Oak Mesa Property Owners Association shall file a lien against the property owing maintenance fee. An interest charge of 15% compounded annually, shall be imposed and carried until the fee is paid. Members, who do not pay the maintenance fee, by July 1 of the current year, will not be eligible to use the Cedar Oak Mesa facilities. Additionally, Cedar Oak Mesa Property Owners Association shall seek legal judgment and pursue legal remedies to secure payment (including foreclosure and sale of the property in question).

Section 3. Special Assessments

The Board can assess each property owner a special fee, which has been approved by the owners (by simple majority vote) at any meeting of the members. Prior to the members vote, the Board will identify the fee amount, intended use, and the number of years the fee collection will be in effect. The fee will be collected and deposited in a special bank account for the purpose identified at the meeting of the members. If a property owner fails to pay the fee a lien may be filed against the property and/or a suit filed in Small Claims Court.

Section 4. Park/Pool Key privileges

A property owner in good standing is eligible to receive a current key to the recreational facilities. The keys are rotated each year. If a property owner violates any rule or regulation, he/she may be asked to relinquish the key. Furthermore, the property owner may be informed that their presence in or on any of the recreational facilities would represent a case of trespassing.

ARTICLE IX

NEIGHBORHOOD NUISANCES

This article addresses the events that occur that need to be abated. Nothing in this article should read so strictly as to prohibit the board to take any action, it deems appropriate, on any occurrence of a Bylaw violation. A first time violation, so egregious, could be met with a stiff fine.

Section 1. Dogs at large

Our Deed Restrictions dictate that, "All dogs must be in a fenced area or on a leash. Owners are responsible for any damage done by their dogs". A violation of this deed restriction should be documented and reported to the board. The documentation should consist of a photograph, video, or a written complaint from a neighbor. The first occurrence of a violation will result in a letter from the board to the lot owner. Second and subsequent violation(s) will result in a fine and a letter from the board. The board may assess a fine of no less than \$25 and no more than \$150. Failure on the part of the lot owner to pay the fine may result in a lien being placed against the property and/or an action filed in Small Claims Court. The board may also suspend park/pool privileges.

Section 2. Barking dogs

This section addresses dogs that bark constantly (day and/or night) for little if any reason. A violation of this section should be documented and reported to the board. The documentation should consist of a photograph, video/audio, or a written complaint from a neighbor. The first occurrence of a violation will result in a letter from the board to the lot owner. Second and subsequent violation(s) will result in a fine and a letter from the board. The board may assess a fine of no less than \$25 and no more than \$150. Failure on the part of the lot owner to pay the fine may result in a lien being placed against the property and/or an action filed in Small Claims Court. The board may also suspend park/pool privileges.

Section 3. Loud boisterous activity

This section is meant to address loud music at anytime, loud parties past the hour of 10 P.M., shooting off fireworks past 11 P.M., etc. A violation of this section should be documented and reported to the board. The documentation should consist of a photograph, video/audio, or a written complaint from a neighbor. The first occurrence of a violation will result in a letter from the board to the lot owner. Second and subsequent violation(s) will result in a fine and a letter from the board. The board may assess a fine of no less than \$25 and no more than \$150. Failure on the part of the lot owner to pay the fine may result in a lien being placed against the property and/or an action filed in Small Claims Court. The board may also suspend park/pool privileges.

Section 4. Traffic violations

This section addresses drivers that exceed the speed limit in their motorized vehicle or drivers that do not honor intersection stop signs. A violation of this section should be documented and reported to the board. The documentation should consist of a photograph, video, or a written complaint from a neighbor. The first occurrence of a violation will result in a letter from the board to the lot owner. Second and subsequent violation(s) may result in a fine and a letter from the board. The board may assess a fine of no less than \$25 and no more than \$150. Failure on the part of the lot owner to pay the fine may result in a lien being placed against the property and/or an action filed in Small Claims Court. The board may also suspend park/pool privileges.

Section 5. Underage drivers

This section addresses drivers, under the current legal age for a state provided drivers license, that drive any form of motorized vehicle (including go-carts). A violation of this section should be documented and reported to the board. The documentation should consist of a photograph, video, or a written complaint from a neighbor. The first occurrence of a violation will result in a letter from the board to the lot owner. Second and subsequent violation(s) may result in a fine and a letter from the board. The board may assess a fine of no less than \$25 and no more than \$100. Failure on the part of the lot owner to pay the fine may result in a lien being placed against the property and/or an action filed in Small Claims Court. The board may also suspend park/pool privileges.

Section 6. Curfew for minors

This section addresses residents under the age of eighteen. Any minor observed out in the community past the hour of 12 P.M., unless going to/from work, is in violation. A violation of this section should be documented and reported to the board. The documentation should consist of a photograph, video, or a written complaint from a neighbor. The first occurrence of a violation will result in a letter from the board to the lot owner. Second and subsequent violation(s) will result in a fine and a letter from the board. The board may assess a fine of no less than \$25 and no more than \$100. Failure on the part of the lot owner to pay the fine may result in a lien being placed against the property and/or an action filed in Small Claims Court. The board may also suspend park/pool privileges.

Section 7. Vandalism

This section address acts of vandalism by the lot owner, relatives and/or other acknowledged visitors, renters or guests of the lot owner. For any act of vandalism attributed to or linked to the lot owner, the lot owner shall be totally responsible for the damage. Failure on the part of the lot owner to pay the damages may result in a lien being placed against the property and/or an action filed in Small Claims Court. The board may also suspend park/pool privileges.

ARTICLE X

COM PROPERTY CODE

This article addresses the upkeep and use of property to a more uniform standard.

Section 1. Appropriate Condition of each property

Each lot in COM shall be maintained to a standard where the lot is free of standing piles of debris, trash or other trivia. The definitions of acceptable/unacceptable items is as follows:

I. Definition of an operable vehicle

A vehicle that is operable and self-propelled and:

1. The vehicle does have attached to it
 - a. An unexpired license plate; and
 - b. A valid unexpired motor vehicle inspection certificate
2. The vehicle is not wrecked, dismantled, partially dismantled, or discarded; and
3. The vehicle has been driven in the last 45 days

II. Definition of debris, trash, or other trivia as stated in Deed Restriction 15:

Non-operable vehicles or vehicles which do not have a current year's license or inspection sticker; RVs, cargo vans, utility trailers, etc. which are out of inspection or non-operable; household appliance items such as washing machines, dryers, refrigerators, freezers, etc; old furniture (mattresses, chairs, tables, dressers, etc); unusable toys or playthings such as bikes, wagons, dolls, etc.; unusable yard implements such as

mowers, spreaders, weed eaters, etc.; unkempt bushes or grass or trees, etc; old tires, brush or wood piles, etc. Further, the Bylaws state that debris covered by a tarp or other material is still debris.

III. Acceptable piles of useful items on the property

Any items (e.g. construction material, items for an assemblage, etc.) neatly stacked and intended for private use, to add value to lives or property of the inhabitants, within the next 60 days. Any firewood neatly stacked and intended for private use. Either pile may be covered with a tarp or similar material.

Section 2. Landlord/Tenant Lease agreement

The following rules and regulations apply to any Property Owner in COM that rents/leases their property. The rules and regulations are not all inclusive in that they only address what the COM POA Board wants in the rent/lease agreement.

1. The tenant occupancy period shall be for no less than 6 months, unless the Board approves extenuating circumstances.
2. The tenant occupancy shall consist of only one family inhabiting the dwelling. The family is defined to be a mother and/or father and children for whom the parent(s) are legally responsible. A member of the extended family, such as a grandmother and/or grandfather, maybe included as part of the family.
3. The tenant shall be given copies of, and be expected to abide by, the COM Deed Restrictions, Bylaws and promulgated rules and regulations that the Board, from time to time, approves and communicates via the newsletter.
4. The tenant shall have no more than two dogs that generally remain outside the dwelling. The dogs shall be constrained on a leash or within a suitable fence (approved by the Architecture Committee). Any dog that exhibits aggressive behavior towards any human or other animal shall be immediately removed from the neighborhood. Any dog that becomes a constant nuisance (barking, lunging at objects, whining, etc.) to surrounding neighbors shall be immediately removed from the neighborhood.
5. The tenant shall not use the community facilities (parks, pools, etc.) unless the lease/rental agreement states that the tenant shall abide by all of the COMPOA Deed Restriction, Bylaws, Rules, Regulation, etc. Also, the property owner shall take responsibility for any damages the tenant might cause to COMPOA common property.
6. The landlord shall give the tenant's name to the COM POA Board.

Any Landlord or Tenant who violates the rules and regulations may cause the Property Owner to be subject to a daily fine of up to \$100 until the violation is cured.

Section 3. Unkempt Properties

The Board has the right to enter upon vacant or unattended lots for the purpose of improving its general appearance, mowing weeds, removal of trash or trivia. The cost to cleanup these properties shall be billed to the property owner. If the property owner refuses to pay the bill, The Board can place a lien on the property and/or take the owner to Small Claims Court.

Section 4. General Architectural/Property Improvement Guidelines

The Architecture Committee and/or Property Improvement Committee shall be granted authority (with Board approval) to coordinate with property owners to do the following:

1. Review and approve the color scheme for any existing or future structure prior to any construction or maintenance activity.
2. Request that existing and future homes and/or decks be appropriately skirted if applicable.
3. Request that skirting around decks/porches and homes (manufactured or site built) be complete and compatible with the general motif of the rest of the home and property.

4. Request that objects foreign to general acceptable human behavior be removed from a property (e.g. refrigerators from porches or inappropriately parked or inoperable vehicles).

ARTICLE XI

AMENDMENTS TO BYLAWS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by a majority of the Directors present at any regular or special meeting of the Board of Directors called for that purpose.

These bylaws apply to Cedar Oak Mesa, Inc. Property Owners Association, formerly known as Campfire Owners Association, governing the said development.

IN WITNESS WHEREOF, we have hereunto subscribed our names, this 19th day of March, 2003

By: Richard Sholl

Richard Sholl, President

Attest:

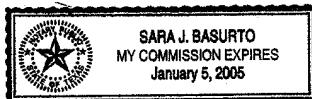
Gayla McNeil

Gayla McNeil, Secretary

SWORN TO and subscribed to before me by Affiant, to certify which witness my hand and seal
of office the 19th day of March, 2003.

Sara J. Basurto
Notary Public, State of Texas

Return to:
CEDAR OAK MESA, INC.
P.O. Box 1068
Wimberley, TX 78676



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Mar 27, 2003 at 02:12P

Document Number: 03009210

Amount 29.00

Lee Carlisle
County Clerk
By
Patricia Lackey, Deputy
Hays County

AMENDMENT OF RESTRICTIONS
CAMPFIRE SUBDIVISION NO. 2 - WIMBERLEY

284 . 321

THE STATE OF TEXAS, I
COUNTY OF HAYS. I

99088

WHEREAS, by instrument dated the 28 day of February, 1975, which is recorded in Volume 273, Pages 861, 862 and 863 of the Deed Records of Hays County, Texas, the undersigned, CAMPFIRE, INC., being the owner of all of the property affected thereby, established certain covenants and restrictions applying to Campfire Subdivision No. 2, according to the Plat thereof recorded in the Plat Records of Hays County, Texas; and

WHEREAS, for the purpose of further carrying out a general plan and scheme for the beautification and orderly development of said subdivision, CAMPFIRE, INC., being the owner of more than 66-2/3% of the lots in said Campfire Subdivision and having the right, pursuant to the terms of the aforesaid Restrictions, to amend said Restrictions, does hereby amend said Restrictions as hereinafter set out:

The first paragraph (unnumbered), on page 1 of said Restrictions, is hereby amended so that the same shall hereafter read and be as follows:

"The following covenants and restrictions shall apply to all Campfire campsteads, hereinafter called lots, in Campfire Subdivision No. 2 in Hays County, Texas, except Lot Two hundred forty (240) designated "commercial", 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).

Since this subdivision has been primarily designed as a haven for recreation vehicles, i.e., motor homes, travel trailers, and campers, it is anticipated that few permanent structures will be built or impaled on the property. However, in this event, Paragraphs 1 through 5 following will govern such installation."

Paragraph 9 of said Restrictions is hereby amended so that the same shall hereafter read and be as follows:

"9. The owner of each lot, by purchasing such lot, agrees to pay a maintenance fee of \$40.00 per year to the Campfire Owners Association,

vol. 284 - 322

which fee shall be due and payable in advance of each and every year after said purchase, with the first due date being the first of the month following the completion of recreation facilities to be installed by the subdivider, the water system completed to serve the said lot, and roads completed to serve said lot. The maintenance fee shall be used to pay the overall cost and upkeep of the community pool, pavilion, showers, and restrooms, and for the general maintenance and upkeep of Campfire roads, reciprocal camping park, tennis court, and common areas. Proceeds of maintenance fees may be used for the organization expense of a non-profit corporation to carry out the collection and expenditure of the maintenance fees. The fees may be increased or decreased with the written agreement of the owners of record of 66-2/3% of the lots in the subdivision. Such fees shall be and constitute a lien on each and every lot, which lien shall be secondary and subordinate to any valid first mortgage, purchase money lien, or mechanic's and materialman's lien for the purchase or construction of a residence or other improvements."

Paragraph 10 of said Restrictions is hereby amended so that the same shall hereafter read and be as follows:

"10. Campfire, Inc. agrees to provide the subdivision with a swimming pool, pavilion lodge, showers and restroom facilities, tennis court, dumping station, and reciprocal camping park on or before July 1, 1976, but such time may be extended for construction delays arising from Acts of God or force majeure, casualties caused by fire, windstorm, or flooding, or weather delays."

Paragraph 11 of said Restrictions is hereby amended so that the same shall hereafter read and be as follows:

"11. All streets and roads on the recorded plat of said Campfire Subdivision No. 2 are hereby declared to be and are granted as public roads.

Utility easements shall be and are hereby dedicated over the rear fifteen (15) feet of each lot and in all of the roads and streets shown on said subdivision plat for electric power lines, water lines, telephone lines,

sanitary sewer lines and storm drainage."

Paragraph 14 of said Restrictions is hereby amended so that the same shall hereafter read and be as follows:

"14. By the purchase of any lot within Campfire Subdivision, the owner agrees to utilize the subdivision water system, if usage is desired, according to the published rates. There will be a tap-on fee of \$100.00 per lot."

Paragraph 18 of said Restrictions is hereby amended so that the same shall hereafter read and be as follows:

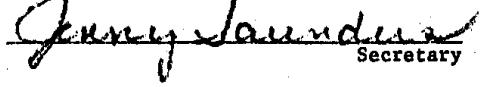
"18. No lots, except those designated by Campfire Incorporated, shall be used as a park or common area. Campfire Incorporated will retain ownership in the reciprocal camping park along the Blanco River, approximately 5 acres in size, designated "Hitching Post Park", the recreation facilities (an area of approximately 1 acre in size designated "Campfire Circle"), and commercial lot 240 with the adjoining common area. Campfire, Inc., at its option, may deed these facilities to Campfire Owners Association at any time; said Lot 240 may be sold."

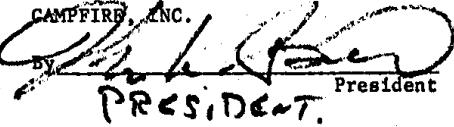
Paragraph 24 is hereby amended so that the same shall hereafter read and be as follows:

"24. Any land which is designated on the subdivision plat as a common area, reciprocal camping park, commercial, recreation facility, reserve, or water well site is not subject to these Restrictions."

THIS INSTRUMENT IS EXECUTED this 13th day of May, 1976,
by CAMPFIRE, INC. as owner of more than 66-2/3% of the lots in said subdivision,
by the undersigned FIRST NATIONAL BANK OF SAN ANTONIO as holder of a lien on
the lots owned by CAMPFIRE, INC. in said Subdivision to evidence its ratification
of such Amendment to Restrictions, and by the undersigned O. R. SMITH,
TRUSTEE, as holder of the lien on the lots owned by CAMPFIRE, INC. in said
Subdivision in order to evidence his ratification of such Amendment to said
Restrictions.

ATTEST:


Jenny Laundre
Secretary

CAMPFIRE, INC.

O. R. SMITH
President
PRESIDENT

FIRST NATIONAL BANK OF SAN ANTONIO

ATTEST:

Donna Brunette
Asst. Cashier

By Pat J. Rosauer
Asst Pres. President

O. R. Smith, Trustee
O. R. SMITH, TRUSTEE

THE STATE OF TEXAS, I
COUNTY OF HARRIS. I

BEFORE ME, the undersigned authority, on this day personally appeared THOMAS L. RICHEY, President of CAMPFIRE, INC., a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12 day of May,

Sandra Lynn Burr
Notary Public, in and for Harris County,
Texas

THE STATE OF TEXAS, I
COUNTY OF BEXAR. I

BEFORE ME, the undersigned authority, on this day personally appeared PATRICK J. ROSENAUER, Asst. Vice Pres. of FIRST NATIONAL BANK OF SAN ANTONIO, a banking corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 13th day of May,
1976.

Patrick J. Rosauer
Notary Public, in and for Bexar County,
Texas

THE STATE OF TEXAS, I
COUNTY OF HARRIS. I

BEFORE ME, the undersigned authority, on this day personally appeared O.R. SMITH, TRUSTEE, 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, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 17th day of May,
1976.

Marilyn O'Brien
Notary Public, in and for Harris County,
Texas

Page 4 of 4

THE STATE OF TEXAS
COUNTY OF HAYS

LYDELL B. CLAYTON, Clerk of the County Court within and for the County and State aforesaid, do hereby certify that the within and foregoing instrument of writing with its Certificate of Authentication, was filed for record in my office on the 13th day of May, A.D. 1976 at 4:05 o'clock P.M., and duly recorded on the 14th day of May, A.D. 1976 at 10:00 o'clock A.M. in the Deed Records of said County in Book Number 321-324 Pages 321-324 inclusive.

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF HAYS COUNTY, TEXAS, the date last above written.

LydeLL B. Clayton By as Deputy
LYDELL B. CLAYTON, Clerk of the County Court within and for the County

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AMENDMENT OF RESTRICTIONS
WIMBERLEY CAMPFIRE NO. 2

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

Second paragraph is amended to read as follows:

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, the Property Owners Association, hereinafter called Cedar Oak Mesa, Inc., representing more than a majority of the lots 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:

4. Is amended to read as follows:

No part of a 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.

7. Is amended 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.

9. Is amended 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 of 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 rest rooms, 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.

21. Is amended 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 more, 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.

This instrument is effective the 15th day of March 1992.

PROCEDURE OF ADOPTION OF AMENDMENTS to the second paragraph of the Restrictions, Articles #4, #7, #9 and #21.

The amendment was adopted by written consent of sixty-six and two-thirds (66 2/3%) of the members who were present or represented by proxy at a meeting held on March 14, 1992, at which a quorum was present.

I am an officer of the corporation and I hereby execute these Amendments to the Restrictions on behalf of the corporation on this 11th day of April 1992.

CEDAR OAK MESA, INC.

ATTEST:

Henry E. Barker
Vice President
Larene M. Pennington
Treasurer

THE STATE OF TEXAS ((
COUNTY OF HAYS))

by: Joyce P. Maille
President
HAYS COUNTY, TEXAS
APR 15 AM 10 1992
FILED
COUNTY CLERK
Lou Vaughn Johnson

I, Lou Vaughn Johnson, a notary public, so certify that on this 11th day of April 1992, personally appeared before me Joyce P. Maille, President of Cedar Oak Mesa, Inc. Property Owners Association, a corporation, who being by me first duly sworn, declared under oath that she is the person who signed the foregoing as President, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hands and seal of office on this the 11th day of April 1992,

Lou Vaughn Johnson
Notary Public in and for
State of Texas

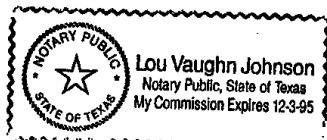
STATE OF TEXAS
COUNTY OF HAYS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED, in the Volume and Page of the named RECORDS of Hays County, Texas, as stamped hereon by me.

APR 15 1992



Douglas Daunley
COUNTY CLERK
HAYS COUNTY, TEXAS



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STATE OF TEXAS
COUNTY OF HAYS

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HAYS COUNTY, TEXAS

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AMENDMENT OF RESTRICTIONS
WIMBERLEY CAMPFIRE NO. 2

John P. Clayton

COUNTY CLERK

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 covering Wimberley Campfire No. 2, a subdivision in Hays County, Texas, and

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 more than 66-2/3% of the lots 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 campsteads, hereinafter called lots, in Cedar Oak Mesa, Inc., also known as Wimberley Campfire No. 2, a subdivision in Hays County, State of Texas. Since this Subdivision has been primarily designed as a haven for recreation vehicles, i.e., motor homes, travel trailers, and campers, it is anticipated that few permanent structures will be built or emplaced on the property. However, in this event, Restrictions 1 through 5 will govern their 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 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 and no more than one mobile home may be permanently parked on any lot.
4. Is amended to read as follows:

No part of a permanent building or mobile home, on any lot, shall be erected or maintained nearer than 15 feet from any street 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 lot line.

- a.) In the case of a building constructed on two or more lots, then the group of lots shall be considered as a single lot in applying these restrictions.
- b.) Plans for proposed fence construction must be submitted to the Property Owner's Association for approval prior to construction.
- 5. Each house or permanently attached mobile unit in this subdivision 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. Is amended to read as follows:

Resale or For Sale signs will be no more than 36" X 36". One sign is allowed per lot.
- 7. 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 joint written agreement by the owners of record of 66-2/3% of the lots in said Cedar Oak Mesa, Inc.
- 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. The owner of each lot, by purchasing said lot, agrees to pay a maintenance fee of \$40.00 per year to the Association, which fee shall be due and payable of 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 upkeep 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 66-2/3% 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 subdivision 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 side lines and 10 feet in width off the rear lines of all lots in this subdivision 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 subdivision 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 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 approximately five (5) acres in size, designated as Hitching Post Park and the recreation facilities an area of approximately one (1) acre is designated as Campfire Circle. The Company, at its option may deed these facilities to the Owners Association at a later date.
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 Campfire 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. Campfire Incorporated or its assigns, namely Cedar Oak Mesa, Inc. 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. All campers or mobile home units, if more than five years of age, must be inspected and approved by Cedar Oak Mesa, Inc. before being placed on any lot in a semi-permanent or permanent status. Such vehicles must be in good condition, and painted and maintained on the exterior. Any unapproved vehicle must be removed from the premises by the property owner.
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. Is amended to read as follows:

All Recreational Vehicles not registered for the current year or mobile homes permanently (for the duration 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. Any land which is designated a common area, reciprocal camping park, commercial, or recreation facility, is not subject to these restrictions.

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 is effective the 14th day of March, 1981.

CEDAR OAK MESA, INC.
PROPERTY OWNERS ASSOCIATION

ATTEST:

By: Bill Holder
BILL HOLDER, President

Alice W. Hatch
ALICE W. HATCH
Secretary

THE STATE OF TEXAS

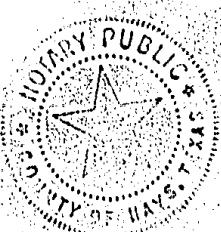
COUNTY OF HAYS

BEFORE ME, the undersigned authority, on this day personally appeared BILL HOLDER, President of CEDAR OAK MESA, INC. PROPERTY OWNERS ASSOCIATION, 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 16 day of
March, 1981.

Bobbie Drumm
Notary Public in and for Hays
County, Texas

BOBBIE DRUMM



STATE OF TEXAS }
COUNTRY OF HAYS }

I hereby certify that this instrument was FILED on the
date and at the time stamped hereon by me, and was duly
RECORDED, in the 17th Page of the named RECORDS
of Hays County, Texas, stamped hereon by me, on

- 4 -

March 17, 1981
Judie B. Clayton
COUNTY CLERK
HAYS COUNTY, TEXAS



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AMENDMENT OF RESTRICTIONS
WIMBERLEY CAMPFIRE NO. 2

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

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, the Property Owners Association, hereinafter called Cedar Oak Mesa, Inc., representing more than sixty-six and two-thirds per cent (66 2/3%) of the lots 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:

9. Is amended 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 of 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 rest rooms, 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 66-2/3% 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.

21. Is amended to read as follows:

All campers or mobile home units, if not new, must be inspected and approved by Cedar Oak Mesa, Inc. before being placed on any lot in a semi-permanent or permanent status. Such vehicles must be in good condition, and painted and maintained on the exterior. Any unapproved vehicle must be removed from the premises by the property owners.

This instrument is effective the 1st day of January, 1991.

PROCEDURE OF ADOPTION OF AMENDMENTS # 9 and #21

The amendment was adopted by written consent of sixty-six and two-thirds (66 2/3%) of the members who were present or represented by proxy at a meeting held on December 8, 1990, at which a quorum was present.

I am an officer of the corporation and I hereby execute these Amendments to the Restrictions on behalf of the corporation on this 9th day of February, 1991.

CEDAR OAK MESA, INC.

ATTEST:

Raymond Neenow
Vice President

by: Joyce P. Maile
President

Carol Lappay
Secretary

THE STATE OF TEXAS) (

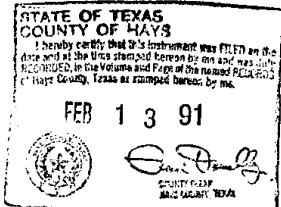
COUNTY OF HAYS) (

I, Leslie Vaughn Johnson, a notary public, do hereby certify that on this 9th day of February, 1991, personally appeared before me Joyce P. Maile, President of Cedar Oak Mesa, Inc. Property Owners Association, a corporation, who being by me first duly sworn, declared under oath that she is the person who signed the foregoing as President, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hands and seal of office on this the 9th day of February, 1991.

Leslie Vaughn Johnson
Notary Public in and for
State of Texas

FILED
HAYS COUNTY, TEXAS
91 FEB 13 AM 10 51
COUNTY CLERK
D. Daniel Blay



**COVENANTS AND RESTRICTIONS
WIMBERLEY CAMPFIRE NO.2**

The following covenants and restrictions shall apply to all Campfire campsteads, hereinafter called lots, in Wimberley Campfire No. 2, Sections 1, 2, 3, 4, 5 and Edgewater Section, located in Hays County, State of Texas. Since this Subdivision has been primarily designed as a haven for recreation vehicles i.e.; motor homes, travel trailers, and campers, it is anticipated that few permanent structures will be built or emplaced on the property. However, in this event, Restrictions 1 through 5 will govern their installation.

1. No building or permanent improvement may be erected on said lots until Campfire Incorporated (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 Campfire Incorporated or its assigns, 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. Metal roofs or asphalt type siding are prohibited.
3. No more than one private dwelling house may be erected on any lot in the subdivision and no more than one mobile home may be permanently parked on any lot.
4. No part of the building on any lot shall be erected or maintained nearer than twenty (20) feet from any street on which the lot fronts or nearer than ten (10) feet from the side property lines of that lot, or nearer than twenty (20) feet from any rear lot line.
 - a) No permanent structure of any nature may be erected on said easement.
 - b) In the case of a building constructed on two or more lots, then the group of lots shall be considered as a single lot in applying these restrictions.
 - c) Driveways must be at least twelve feet wide with an eighteen inch culvert and approved by Company or assigns. No driveways are allowed along the County road, excepting lots 218 through 223.
 - d) Plans for proposed fence construction must be submitted to Company or its designated assigns for approval prior to construction.
5. Each house or permanently attached mobile unit in this subdivision 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 through 297.
6. No signs may be erected to advertise resale of the lots during the initial sales program conducted by Company until subdivision is sold out. Thereafter, resale signs must be no more than 18" x 24" in size and colored white on a brown field. One resale sign is allowed per owner. "Owned By" signs remain the property of Company.
7. 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 and conditions are sooner modified or abrogated by joint written agreement by the owners of record of 66-2/3% of the lots in said Campfire subdivision.
8. Campfire Association (hereinafter called the Campfire Owners Association) shall be created and the owner or owners of Campfire lots 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 Campfire, 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. The owner of each lot, by purchasing such lot, agrees to pay a maintenance fee of \$40.00 per year to the Association, which fee shall be due and payable in advance of 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, pavillion, showers and restrooms, and for the general maintenance and upkeep of Campfire roads, reciprocal camping park, tennis court, and common areas. (The private road fronting lots 281 through 285 and the roads in Hitching Post Park are designated Campfire roads.) At the outset, the fee will be used to organize the non-profit corporation. The fees may be increased or decreased in proportion to the demands created by the Campfire Association, but not without the written consent of 66-2/3% of the owners of record. Such fees thus imposed shall be and constitute a lien on each and every parcel, which lien 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 subdivision with a swimming pool, pavillion lodge, showers and restroom facilities, tennis court, dumping station, and reciprocal camping park on or before December 1, 1974. 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 eight(8) feet off the side lines and sixteen (16) feet in width off the rear lines of all lots in this subdivision is hereby dedicated as public utility easements.

12. No property owner can cut down any tree six inches (6") or larger in diameter without the written consent of the Company or Campfire Owners Association.

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 Campfire, the owner agrees to utilize the subdivision water system, if usage is desired, according to the published rates. The resources of the Wimberley Water Company, a public utility, will be utilized. The membership which includes a tap-in fee is \$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 Campfire Incorporated shall be used as a park or common area. The Company will retain ownership in the reciprocal camping park along the Blanco River approximately five (5) acres in size designated Hitching Post Park and the recreation facilities an area of approximately one (1) acre in size designated Campfire Circle. Also Commercial lot 240 and the adjoining common area. The Company, at its option may deed these facilities to the Owners Association at a later date.

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 Campfire Incorporated or its assigns will not be responsible for the destruction of such a tree or shrub by mowing, or other forms of maintenance.

20. Campfire Incorporated or its assigns reserves the right to enter upon any 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. All campers or mobile home units, if more than five years of age, must be inspected and approved by Campfire Incorporated or its assigns before being placed on any lot in a semi-permanent or permanent status. Such vehicles must be in good condition, and painted and maintained on the exterior. Any unapproved vehicle must be removed from the premises by the property owner.

22. Screened-in porches or enclosed additions may be added to any camper or mobile unit only with the approval of Company or its assigns.

23. All campers or mobile units left permanently (for a duration in excess of three (3) months) on any lot shall have a skirt of metal or wood material around the base of the unit. There is no size limit on any camper or mobile home unit.

24. Any land which is designated a common area, reciprocal camping park, commercial, or recreation facility, is not subject to these restrictions.

EXECUTED this the 28th day of February, 1975.

CAMPFIRE, INC.

BY: Robert E. Warner
Robert E. Warner
Vice President

THE STATE OF TEXAS

COUNTY OF HAYS

BEFORE ME, the undersigned authority, on this day personally appeared Robert E. Warner, Vice President of Campfire, Inc., 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 28th day of February, 1975.

Dell B. Clayton
Notary Public in and for
Hays County, Texas.

THE STATE OF TEXAS
COUNTY OF HAYS

I, LYDELL B. CLAYTON, Clerk of the County Court within and for the County and State aforesaid, do hereby certify that the within and foregoing instrument of writing with its Certificate of Authentication, was filed for record in my office on the 28th day of February A.D. 19⁷⁵ at 12:00 o'clock P.M., and duly recorded on the 4th day of March A.D. 19⁷⁵ at 9:20 o'clock A.M., in the Deed Records of said County in Book Number 273 Pages 861-863 inclusive.

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF HAYS COUNTY, TEXAS, the date last above written.

LydeLL B. Clayton By: Deputy
LYDELL B. CLAYTON, Clerk of the County Court within and for the County