

4786

**FIRST AMENDED RESTRICTIVE COVENANTS
OF
DICKENS LANDING, SECTION II**

THE STATE OF TEXAS *
 *
COUNTY OF POLK *

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, J. T. DICKENS, TRUSTEE, as the developer of DICKENS LANDING SECTION II, a restricted subdivision in Polk County, Texas, as depicted upon the plat thereof recorded in Volume 11, page 14. of the Plat Records of Polk County, Texas, executed and filed Restrictive Covenants for Dickens Landing Section II on August 26, 1991, which Restrictive Covenants were recorded at Volume 817, page 601, Official Public Records, Polk County, Texas; wherein said J. T. Dickens was identified as "Declarants"; and

WHEREAS, in said Restrictive Covenants, Declarants specifically reserved the right, at their sole option and discretion, to amend and/or waive any of the covenants, conditions and restrictions therein, without prior notice to or prior consent of any owner of any lot in the Subdivision, at any time that the Declarants deem such amendment necessary or desirable; and

WHEREAS, the issue of the intent of the Declarants in Deed Restriction No. 8, concerning the use of recreational vehicles for residential purposes, and the storage of recreational vehicles, on lots in Dickens Landing Section II has been raised; and

WHEREAS, the developer of Dickens Landing Section II is of the opinion that amendment to the Restrictive Covenants are necessary and desirable, the developer hereby amend the Restrictive Covenants by adding Deed Restriction No. 8A, as set forth below.

NOW, THEREFORE, Declarants, as the developer of Dickens Landing Section II, hereby amend the Restrictive Covenants by adding the following Deed Restriction No. 8A, to read as follows:

No recreational vehicle shall be maintained and/or stored on any lot, except during weekends and/or during vacation periods not exceeding fourteen (14) continuous days, as authorized by Deed Restriction No. 8 hereof, unless there is, in existence, a residence that has been constructed on such lot, in compliance with these Restrictive Covenants. In using a recreational vehicle as living accommodation for weekends and for vacation periods not exceeding fourteen (14) continuous days, as allowed by Deed Restriction No. 8 hereof, the recreational vehicle shall not remain on the lot when the owner(s) is not exercising the owner(s)' right to use the recreational vehicle as a living accommodation, as allowed by Deed Restriction No. 8. The lot owner(s) shall remove the recreational vehicle any time that use of same is not being exercised as allowed by Deed Restriction No. 8, and the lot owner(s) shall not store the recreational vehicle on the lot at any time that the owner(s) are not using the recreational vehicle as living accommodations as authorized by Deed Restriction No. 8, unless a residence has been constructed thereon. For the purpose of these Restrictive Covenants, "recreational vehicles" include, but are not limited to, travel trailers, motor homes, pop-up tent trailers, and other similar "self-contained" vehicles and trailers.

EXECUTED THIS THE 13 day of MAY, A. D. 2004.

DICKENS LANDING SECTION II


J. T. DICKENS - TRUSTEE

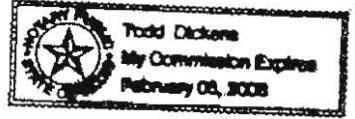
THE STATE OF TEXAS *

COUNTY OF POLK *

This instrument was acknowledged before me on the 13 day of MAY, 2004, by J. T. Dickens, Trustee.

[Signature]
NOTARY PUBLIC, STATE OF TEXAS

After recording please return to:



Evans and Kitchens, Lawyers
P. O. Drawer 310
Groveton, Texas 75845

FILED FOR RECORD
2004 MAY 14 A 10:16

[Signature]
BARBARA MIDDLETON
POLK COUNTY CLERK

State of Texas }
County of Polk }
I, BARBARA MIDDLETON hereby certify that this instrument was FILED in the file number sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records in Volume and Page of the named RECORDS of Polk County, Texas as stamped hereon by me.

[Signature]

MAY 14 2004



[Signature]
COUNTY CLERK
POLK COUNTY, TEXAS

5866

**SECOND AMENDED RESTRICTIVE COVENANTS
OF
DICKENS LANDING, SECTION II**

THE STATE OF TEXAS *
 " *
COUNTY OF POLK *

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, J. T. DICKENS, TRUSTEE, as the developer of DICKENS LANDING SECTION II, a restricted subdivision in Polk County, Texas, as depicted upon the plat thereof recorded in Volume 11, page 14, of the Plat Records of Polk County, Texas, executed and filed Restrictive Covenants for Dickens Landing Section II on August 26, 1991, which Restrictive Covenants were recorded at Volume 817, page 601, Official Public Records, Polk County, Texas; wherein said J. T. Dickens was identified as "Declarants"; and

WHEREAS, in said Restrictive Covenants, Declarants specifically reserved the right, at their sole option and discretion, to amend and/or waive any of the covenants, conditions and restrictions therein, without prior notice to or prior consent of any owner of any lot in the Subdivision, at any time that the Declarants deem such amendment necessary or desirable; and


WHEREAS, the developer of Dickens Landing Section II is of the opinion that amendment to the Restrictive Covenants are necessary and desirable, the developer hereby amend the Restrictive Covenants by adding Deed Restriction Nos. 27, 28, 29 and 30, as set forth below.

NOW, THEREFORE, Declarant, as the developer of Dickens Landing Section II, hereby amends the Restrictive Covenants by adding the following Deed Restriction Nos. 27, 28, 29 and 30, to read as follows:

27. The owners of lots purchased in said Subdivision shall pay a Maintenance Fee the sum of TWENTY-FIVE AND NO/100 DOLLARS and no/100 (\$25.00) dollars per lot, on the 1ST day of September of each year, beginning on September 1, to the Dickens Landing Section II Property Owners Association, ("Association"), to be used for the purposes set forth in these Deed Restrictions. The annual maintenance fee may be increased as the needs of the Association may require, upon a majority vote of the members at an annual or special meeting at which notice of such increase is given.
28. The foregoing restrictions, conditions, covenants and assessments shall be deemed and considered covenants running with the herein above described lots and shall be binding upon the lot owners and their heirs, executors, and administrators and assigns. Notwithstanding any provision to the contrary, nothing herein or in the plats above referenced shall be deemed, interpreted or construed as imposing any obligation or obligations whatever upon the Association, and the Association shall not be liable under any provisions hereof or thereof for any charge, assessment, breach, act or omission to act.
29. Every property owner in Dickens Landing, Section II Subdivision shall be a member of the Association, and the Association shall be a property owners association as defined by the Texas Property Code. The Board of Directors of the Association shall have the discretionary right, but not the sole responsibility, to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by these restrictions. Any lot owner delinquent in payment of any maintenance fees due on the record date of any meeting, as determined by the Bylaws of the Association, shall not be entitled to vote at any meeting of the members, whether annual or special, and shall not be entitled to hold any directorship of office of the Association.
30. The maintenance fund shall, to the extent available, be applied to the payment of maintenance expenses and/or construction costs incurred for any or all purposes as determined from time to time by the Board of said Association including but not limited to doing any other thing necessary or desirable in the opinion of the Board of said Association to keep the property neat and in good order or which considered of general benefit to the owners or occupants of Dickens Landing, Section II Subdivision including any expenses incurred in enforcing any provisions of the restrictions, including any amendments thereto, on file in the County Clerk's office of Polk County, Texas.

EXECUTED THIS THE 14 day of JUNE, A. D. 2004.

DICKENS LANDING SECTION II

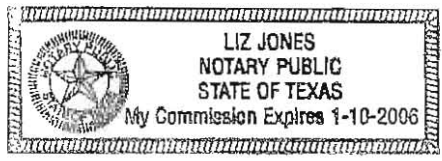

J. T. DICKENS - TRUSTEE

THE STATE OF TEXAS *

COUNTY OF POLK *

This instrument was acknowledged before me on the 14th day of JUNE, 2004, by J. T. Dickens, Trustee.


NOTARY PUBLIC, STATE OF TEXAS



After recording please return to:

Evans and Kitchens, L.L.P.
Lawyers
P. O. Drawer 310
Groveton, Texas 75845

State of Texas }
County of Polk }
I, BARBARA MIDDLETON hereby certify that this instrument was FILED in the file number sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records in Volume and Page of the named RECORDS of Polk County, Texas as stamped hereon by me.


JUN 14 2004

Handwritten initials

FILED FOR RECORD
2004 JUN 14 A 10:29




COUNTY CLERK
POLK COUNTY, TEXAS


BARBARA MIDDLETON
POLK COUNTY CLERK

**THIRD AMENDED RESTRICTIVE COVENANTS
OF
DICKENS LANDING SECTION II**

THE STATE OF TEXAS *
COUNTY OF POLK *

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, J. T. DICKENS, TRUSTEE, as the developer of DICKENS LANDING SECTION II, a restricted subdivision in Polk County, Texas, as depicted upon the plat thereof recorded in Volume 11, page 14, of the Plat Records of Polk County, Texas, executed and filed Restrictive Covenants for Dickens Landing Section II on August 26, 1991, which Restrictive Covenants were recorded at Volume 817, page 601, Official Public Records, Polk County, Texas; wherein said J. T. Dickens was identified as "Declarants"; and

WHEREAS, in said Restrictive Covenants, Declarants specifically reserved the right, at their sole option and discretion, to amend and/or waive any of the covenants, conditions and restrictions therein, without prior notice to or prior consent of any owner of any lot in the Subdivision, at any time that the Declarants deem such amendment necessary or desirable; and

WHEREAS, the developer of Dickens Landing Section II is of the opinion that amendment to the Restrictive Covenants are necessary and desirable, the developer hereby amends the Restrictive Covenants by revising Deed Restriction Nos. 6 and 20 as set forth below.

NOW, THEREFORE, Declarant, as the developer of Dickens Landing Section II, hereby amends the Restrictive Covenants by revising the following Deed Restriction Nos. 6 and 20, to read as follows:

6. No building shall be erected, altered, placed or permitted to remain on any tract other than for a single-family dwelling and a private garage approved by Declarants as herein provided. No residence shall be located nearer than five feet (5') to any boundary line nor nearer than fifty feet (50') from the right-of-way of Dickens Landing Drive or Island Drive. The above set-back lines may be relaxed by Declarants, or their heirs, personal representative, or designated assignee, if, in the sole judgment of any such person or persons, the above described distances are not feasible, considering the terrain of the property. For the purposes of this covenant, decks, eaves, steps, and open porches shall not be considered as a part of the residence; provided, however, that this shall not be construed to permit any portion of the residence on any tract to encroach upon adjoining tracts. If two (2) or more tracts are consolidated into a building site in conformity with the provisions of Paragraph 13, these building setback provisions shall be applied to such resultant building site as if it were one original platted tract. Any improvements placed within the boundary of the Trinity River Authority flowage easement must comply with all of the requirements of the Trinity River Authority.

20. Fences must be approved as with other building.

EXECUTED THIS THE 29 DAY OF April, A. D. 2005.

DICKENS LANDING SECTION II

J. T. Dickens
J. T. DICKENS -- TRUSTEE

THE STATE OF TEXAS *

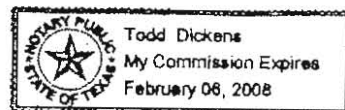
COUNTY OF POLK *

This instrument was acknowledged before me on the 29 day of April 2005, by J. T. Dickens, Trustee.

Todd Dickens
NOTARY PUBLIC, State of Texas

After recording please return to:

Barbara Alexander, Secretary
Dickens Landing Section II
Property Owners Association
145 Island Drive
Livingston, Texas 77351



MANAGEMENT CERTIFICATE**OF****DICKENS LANDING, SECTION II, PROPERTY OWNERS ASSOCIATION**

◇◇◇◇◇

As required by Section 209.004 of the **TEXAS RESIDENTIAL PROPERTY OWNERS PROTECTION ACT:**

ITEM ONE

The name of the subdivision is Dickens Landing, Section II.

ITEM TWO

The name of the association is Dickens Landing, Section II, Property Owners Association.

ITEM THREE

The recording data for the subdivision is Volume 11, page 14, of the Plat Records of Polk County, Texas.

ITEM FOUR

The recording data for the declaration is Dickens Landing, Section II, a subdivision situated in Polk County, Texas, as depicted upon the plat thereof recorded in Volume 11, Page 14, of the Plat records of Polk County, Texas, executed and filed for record August 26, 1991, and recorded at Volume 817, page 601, Official Public Records, Polk County, Texas.

ITEM FIVE

The mailing address of the association is 145 Island Drive, Livingston, Texas 77351.

ITEM SIX

The association shall be governed by attached Bylaws, which by reference, are made a part of this Certificate. Per Article II, Section 3 of these Bylaws, the Board of Directors has set the terms of office for each of the three (3) board members as follows:

- Position One serves a term of three (3) years
- Position Two serves a term of two (2) years
- Position Three serves a term of one (1) year

EXECUTED THIS THE 9TH DAY OF AUGUST, A.D. 2004.



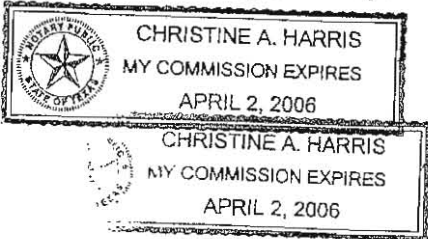
DICKENS LANDING, SECTION II
PROPERTY OWNERS ASSOCIATION

Barbara Alexander
BARBARA ALEXANDER, SECRETARY

THE STATE OF TEXAS *

COUNTY OF POLK *

This instrument was acknowledged before me on the 9th day of August, 2004, by
Barbara Alexander, Secretary.



Christine A. Harris
NOTARY PUBLIC, STATE OF TEXAS

✓ After recording please return to:

Barbara Alexander, Secretary
Dickens Landing, Section II, POA
145 Island Drive
Livingston, Texas 77351

BYLAWS
OF
DICKENS LANDING, SECTION II PROPERTY OWNERS ASSOCIATION

ARTICLE I

Offices

Section 1. The principal office of the corporation shall be located at Livingston, Texas 77351.

Section 2. The Association shall have and continuously maintain in the State of Texas, a registered office as required by the Texas Non-Profit Corporation Act. The address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE II

Board of Directors

Section 1. The affairs of the Association shall be managed by its Board of Directors. Directors need not be residents of Polk County, Texas, but must be members of the Association.

Section 2. The number of directors shall be three. The number of directors may be increased or decreased from time to time by amendment to these bylaws, but no decrease shall have the effect of shortening the term of any incumbent director. A director must be a property owner in Dickens Landing, Section II Subdivision, Polk County, Texas, and must not be delinquent in payment of any maintenance fee or other fees due as required by Article IV, of these bylaws. An advisory director(s) may be appointed by the board to be a non-voting position, and such advisory director(s) need not own property in the subdivision.

Section 3. At the first annual meeting of members and at each annual meeting thereafter, the members shall elect directors as set forth in Section 2 hereof, to hold office until the next succeeding annual meeting. Each director shall hold office for the term for which he is elected and until his successor shall be elected and shall qualify.

Section 4. A regular annual meeting of the Board of Directors shall be held without other notice than this bylaw at the registered office of the Association, or such other location at which the members conduct their annual meeting. The Board of Directors may provide by resolution the time and place for the holding of additional regular meetings of the Board without other notice than such resolution.

Section 5. Special meetings of the Board of Directors may be called by or at the request of the President or any two directors. The person(s) authorized to call special meetings of the Board may fix the place and time for holding any special meetings of the Board called by them.

Section 6. Notice of any special meeting of the Board of Directors shall be given at least three days previously thereto by written notice delivered personally or sent by mail or telegram to each director at this address as shown by the records of the Association. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting. Neither the business to be transacted at nor the purpose of any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these Bylaws.

Section 7. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; and if less than a majority of directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 8. Manner of Acting. The act of a majority of directors present at a 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 9. Removal. Any director may be removed by the members of the Association, by a majority vote, with or without cause, at a special meeting called for that purpose.

Section 10. In the event of death, resignation or removal of a director, or a vacancy due to an increase in the number of directors, his successor shall be selected by the remaining members of the Board of Directors, and shall serve for the unexpired term of his predecessor and until his successor is elected and qualified.

Section 11. Compensation. Directors shall not receive any salaries or compensation for their services.

Section 12. Any action required by law to be taken at a meeting of the directors, or any action which may be taken at a meeting of the directors, may be taken without a meeting if a consent in writing setting forth the action to be taken, shall be signed by all the directors.

ARTICLE III

Officers

Section 1. The officers of the Association shall be the President, one or more Vice-Presidents (the number thereof to be determined by the Board of Directors), a Secretary, a Treasurer, and such other officers as may be elected in accordance with the provisions of this Article.

Section 2. Election and Term of Office. The officers of the Association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of the officers shall not be held at such meeting, such election shall be held as soon

thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

Section 3. Removal. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in their judgment the best interests of the Association would be served thereby.

Section 4. Vacancies. A vacancy in any office caused by death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President. The President shall be the principal executive officer of the Association and shall in general, supervise and control all of the business and affairs of the Association. He shall preside at all meetings of the Board of Directors. He may sign, with the Secretary, or any other proper officer of the Association authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, checks drawn against the Association, or other instruments which the Board of Directors has 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 the Association; and in general he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6. Vice-President. In the absence of the President or in the event of his inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all of the power 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 by the Board of Directors.

Section 7. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall have charge and custody of and be responsible for funds and securities of the Association; receive and give receipts for monies due and payable to the Association from any source whatever, and deposit all such monies in the name of the Association in such bank, trust company or other depositories as shall be selected in accordance with the provisions of Article V of these Bylaws; and in general perform all the duties incident to the office of Treasurer, and such other duties as from time to time may be assigned to him by the President or the Board of Directors.

Section 8. Secretary. The Secretary shall keep the minutes of the meetings of the Board of Directors in one or more books 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 and of the seal of the Association; and see that the seal of the Association is affixed to all documents, to execute such on behalf of the Association, under its seal, as duly authorized in accordance with the provisions of these Bylaws; keep a register of the post office address of each director, which shall be furnished to the Secretary by such Director; and in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

ARTICLE IV

Members

Section 1. The Association members will consist of those individuals who are property owners in Dickens Landing, Section II Subdivision, a subdivision which is located in Polk County, Texas.

Section 2. The Association may issue such certificate, or cards, or other instruments evidencing membership rights, voting rights or ownership rights, as shall be agreed upon by a majority vote of the Board of Directors.

Section 3. Meetings of members shall be held at the registered office of the Association, or at such other place, within or without the State of Texas, as may be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 4. An annual meeting of the members, for the purposes of electing directors, and transacting such other business as may properly be brought before the meeting, shall be held at 2:00 o'clock p.m. on the 9th day of October, 2004, and annually thereafter.

Section 5. Failure to hold the annual meeting at the designated time shall not work a dissolution of the Association. In the event the Board of Directors fails to call the annual meeting at the designated time, any member may make demand that such meeting be held within a reasonable time, such demand to be made in writing by registered or certified mail directed to any officer of the Association. The annual meeting shall thereafter be called within sixty (60) days following such demand.

Section 6. Special meetings of the members for any purpose or purposes may be called by the President, or any member of the Board of Directors. No other business other than that specified in the notice of the meeting shall be transacted at such special meeting.

Section 7. (a) Written or printed notice stating the place, day and hour of the meeting and, in cases of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than 10 nor more than 50 days before the date of the meeting, either personally or by mail, by or at the direction of the President, Secretary, or the officer or person or persons calling the meeting. If mailed, such notice shall be deemed to be delivered when

deposited in the United States mail addressed to the member at this address as it appears in the records of the Association, with postage thereon prepaid.

(b) Notice may be waived in writing signed by the person or persons entitled to such notice. Such waiver may be executed at any time before or after the holding of such meeting. Attendance at a meeting shall constitute a waiver of notice, except where the person attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 8. Ten percent (10%) of the members entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of the shareholders. If a quorum shall not be present or represented at any meeting of the members, the members entitled to vote, represented in person or by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present or represented. At such adjourned meeting at which a quorum is present or represented any business may be transacted which might have been transacted at the original meeting.

Section 9. For the purpose of determining members entitled to notice or to vote at any meeting of the members or any adjournment thereof, the record date shall be the date on which notice to the meeting is mailed.

Section 10. At a meeting at which a quorum is present, the vote of the majority of the members in person or represented by proxy shall decide any question brought before the meeting, unless the question is one upon which the vote of a greater number is required by law, the Articles of Incorporation, or these Bylaws. The members present or represented at a meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum.

Section 11. A member may vote either in person or by proxy executed in writing by the member, setting forth such member's designation of his attorney and proxy to act in his behalf at any meeting designated therein. Each such proxy shall be filed with the secretary prior to or at the commencement of the meeting at which said proxy is to be used. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in said proxy.

Section 12. Any action required by law to be taken at a meeting of the members of the Association, or any action which may be taken at a meeting of the members, may be taken without a meeting if consent in writing setting forth the action so taken shall be signed by all of the members entitled to vote with respect to the subject thereof. Such consent shall have the same force and effect as a unanimous vote of the members entitled to vote and may be stated as such in any articles or document filed with the Secretary of State.

ARTICLE V

Authority of Association

Section 1. The Association shall have the authority to exercise those powers and privileges as set forth in the Articles of Incorporation, and shall be bound by, and have the authority to enforce, and amend, any and all restrictions of record concerning Dickens Landing, Section II Subdivision as set forth and filed in the records of the County Clerk of Polk County, Texas, including but not limited to those set forth in Volume 11, Page 14, et seq; and any amendments to said restrictions, covenants and rights adopted by the Board of Directors and filed of record with the County Clerk of Polk County, Texas.

Section 2. The Association shall not have the sole authority to enforce the deed restrictions. The determination of whether to file any lawsuit or take any other action regarding a deed restriction violation is vested in the sole discretion of the Board of Directors. Provided,

however, that the members of the Association, by majority vote of the members at a regular or special meeting duly called as required by these Bylaws, may direct the Board of Directors to file any lawsuit or take any other action regarding a deed restriction violation.

ARTICLE VI

Maintenance Fees

Section 1. The membership of the Association at the annual meeting may determine the annual maintenance fee per lot to be collected for the purpose of maintaining and preserving the property in Dickens Landing, Section II Subdivision. The passage of this maintenance fee amount will require a majority of the membership present or represented by proxy at the annual meeting. Notice of the proposed maintenance fee must be set forth in the notice given to all members of such annual meeting as required by these Bylaws. In the event of failure of the members to agree upon a maintenance fee at the annual meeting, the maintenance fee determined at the annual meeting of the shareholders the previous year will be the amount of maintenance fee for that year. In no event may the amount of maintenance fees be less than the amount of maintenance fees for the previous year.

Section 2. Maintenance fees shall be payable for the then current calendar year between January 1st and December 30th of such year. Payments shall be made to "Dickens Landing, Section II Property Owners Association" at Livingston, Texas 77351.

Section 3. Maintenance fees shall become delinquent if not paid by October 1st in the year such fees are due.

Section 4. Any member delinquent in payment of any maintenance fee or other fees due on the record date of any meeting, as determined by these Bylaws, shall not be entitled to vote at any meeting of the members, whether annual or special, and shall not be entitled to hold any

directorship or office of the Association.

ARTICLE VII

Assessments

Section 1. Each member is obligated to pay to the Association, in addition to the maintenance fees as set forth in the Deed Restrictions, Contracts for Sale, and these Bylaws, special assessments for upkeep of their lots. Such special assessments shall be assessed against such lot owners under the conditions set forth in these Bylaws. Failure to pay the assessments on or before the date of notice shall be treated the same as failure to pay the maintenance fees, as provided by these Bylaws.

Section 2. The Board of Directors may assess the charge of mowing and clean-up of any lot within the subdivision if the owner of said lot fails to mow and clean-up the lot after notice. The Board of Directors shall, upon resolution duly adopted, give the owner of any lot the Board of Directors deems in need of mowing and clean-up, thirty (30) days, upon receipt of notice, within which to mow and clean-up the lots. Such notice shall be by certified mail, return receipt requested, to the last address of said lot owner on the membership list of the Association. Notice shall be deemed perfected if the lot owner refuses to accept, or fails to claim, the letter. Assessment fees become delinquent if not paid within thirty (30) days upon receipt, and are subject to the penalties provided for by these Bylaws.

Section 3. The members of the Association, may, by majority vote at a special or annual meeting, make assessments against each lot owner for improvements and/or construction. Notice of any such assessment must be given in the notice of the meeting. Such assessment question will be governed the same as for the assessment of maintenance fees as provided by these Bylaws.