

**DICKENS LANDING SECTION II  
PROPERTY OWNERS ASSOCIATION**

July 12, 2004

Dear Property Owner:

It has become necessary to address the deed restrictions for Dickens Landing Section II. Attached are two amendments to the restrictive covenants that were filed August 26, 1991.

The first amendment clarifies the intent of restriction 8. Where a residence has not been constructed, recreational vehicles may be used as living accommodations for weekends and vacation periods not exceeding 14 continuous days, however, they may not be left on the property. The vehicle must be removed at the close of the weekend or end of the vacation period.

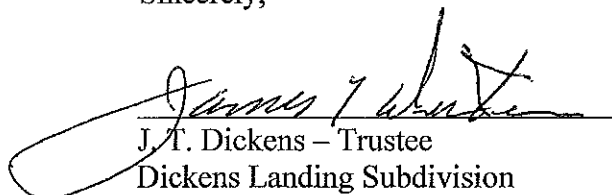
The second amendment mandates a property owners association for Dickens Landing Section II. The Association will be responsible for enforcing deed restrictions. All properties are bound by the restrictive covenants therefore all owners are members of the association. A maintenance fee of \$25.00 per year per lot has been assessed. Fees are due by September 1 and will be considered delinquent if not paid by October 1, 2004. Fees should be paid to Dickens Landing Section II Property Owners Association at 145 Island Drive, Livingston, TX 77351.

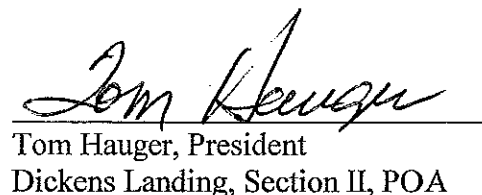
The Secretary of State for the state of Texas issued a Certificate of Incorporation to Dickens Landing Section II Property Owners Association on April 29, 2004. The initial Board of Directors is Tom Hauger, Tommie Sprayberry and Bob Headen. Mr. Jim Dickens will be serving the Association as Advisory Director. Please address any questions or concerns you may have to Tom Hauger at 936-967-3071.

The first annual membership meeting will be held in early October to elect a board for the coming year and transact any other business brought before the Association. The time and place will be advised in the meeting notice.

We encourage all of you to attend this meeting so that you can be directly involved in the betterment of Dickens Landing, Section II in Polk County, Texas. Let's all work together to preserve the beauty and character of Dickens Landing.

Sincerely,

  
J.T. Dickens - Trustee  
Dickens Landing Subdivision

  
Tom Hauger, President  
Dickens Landing, Section II, POA

ATTACHMENTS (2)

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

THE STATE OF TEXAS \*

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF POLK \*

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

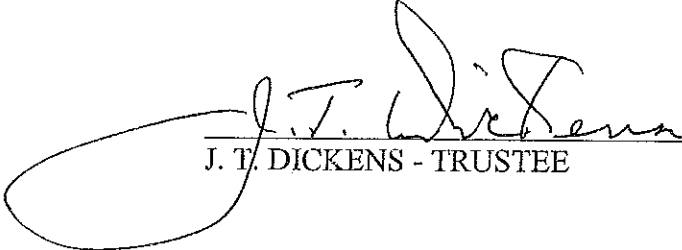
WHEREAS, the developer of Dickens Landing Section II is of the opinion that amendment to the Restrictive Covenants are necessary and desirable, the developer hereby amend the Restrictive Covenants by adding Deed Restriction No. 8A, as set forth below.

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

  
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J. T. DICKENS - TRUSTEE

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THE STATE OF TEXAS \*

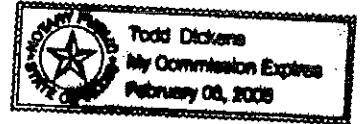
COUNTY OF POLK \*

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 \*

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF POLK \*

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

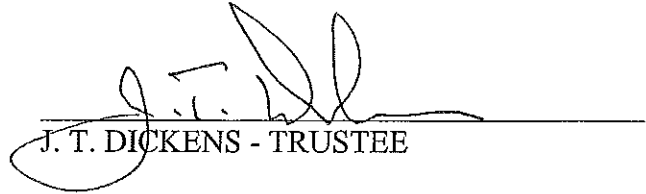
WHEREAS, the developer of Dickens Landing Section II is of the opinion that amendment to the Restrictive Covenants are necessary and desirable, the developer hereby amend the Restrictive Covenants by adding Deed Restriction Nos. 27, 28, 29 and 30, as set forth below.

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 1<sup>ST</sup> 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

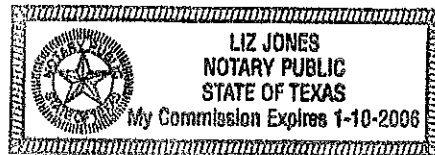
  
J. T. DICKENS - TRUSTEE

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

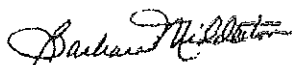
State of Texas }  
County of Polk }  
I, BARBARA MIDDLETON hereby certify that this instrument  
was FILED in the file number sequence on the date and at the time  
stamped hereon by me and was duly RECORDED in the Official  
Public Records in Volume and Page of the named RECORDS of  
Polk County, Texas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

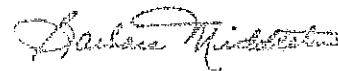
JUN 14 2004

FILED FOR RECORD

2004 JUN 14 A 10:29



  
COUNTY CLERK  
POLK COUNTY, TEXAS

  
BARBARA MIDDLETON  
POLK COUNTY CLERK