

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

## COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

### ORGANIZATION OF TIFFANY PARK HOMEOWNERS, INC.

THE STATE OF TEXAS §

COUNTY OF BRAZOS §§

THE BOARD OF DIRECTORS of the ORGANIZATION OF TIFFANY PARK HOMEOWNERS, INC., being a non-profit incorporated homeowners association duly established under the laws of the State of Texas, ADOPTS, ESTABLISHES AND PROMULGATES these Covenants, Conditions and Restrictions which are applicable to those nine (9) certain residential subdivisions, being described by subdivision plats filed in the Official Records of Brazos County, Texas for those Lots listed below in Phase TWO and all of Phases THREE through EIGHT, EIGHT A and TEN of the TIFFANY PARK SUBDIVISION, all of which are recited below:

- PHASE TWO: Volume 2146, Page 160
- PHASE THREE: Volume 3208, Page 263;
- PHASE FOUR: Volume 3378, Page 255, as Amended in Volume 3396, Page 257;
- PHASE FIVE: Volume 3497, Page 175;
- PHASE SIX: Volume 3497, Page 177;
- PHASE SEVEN: Volume 3861, Page 257;
- PHASE EIGHT: Volume 4352, Page 114;
- PHASE EIGHT A: Volume 4394, Page 141;
- PHASE TEN: Volume 5329, Page 196

These Covenants, Conditions and Restrictions may be extended, from time to time, to include additional tracts of land adjacent to the Phases identified above, which either have been previously developed or will be developed in a similar manner and which are accepted for membership in the Organization of Tiffany Park Homeowners, Inc., pursuant to its by-laws. Inclusion of such additional phases will be effective upon the filing of a plat or deed restrictions in the Official Records of Brazos County, Texas requiring membership in the Organization of Tiffany Park Homeowners, Inc.

ARTICLE I  
DEFINITIONS

1. "Board" means the Board of Directors of the Organization of Tiffany Park Homeowners, Inc.
2. "CC&Rs" means these Covenants, Conditions and Restrictions.
3. "Committee" means the Architectural Control Committee as identified in Article III of these CC&Rs.
4. "Common Area" means all property included in the plats of those subdivisions having membership in the Organization of Tiffany Park Homeowners, Inc., but specifically excluding residential lots and is assumed to include those portions of Copperfield Drive, Oak Hill Drive and Tiffany Park Drive adjacent to Tiffany Park (as the term "Tiffany Park" is defined herein).
5. "HOC" means the Organization of Tiffany Park Homeowners, Inc., which is an incorporated homeowners association consisting in part, of all Owners (as that term is defined herein) having property in the member Tiffany Park subdivisions. The HOC shall have the duty to maintain, operate and manage the Common Area as provided in these CC&Rs.
6. "Improvement" or "Improvements" mean and include all buildings, roofed structures, additions or extensions on to dwellings, fences, walls or any changes in any exterior color or shape (both original improvements and later changes and improvements), provided such Improvement or Improvements are visible from the Street (as that term is defined herein). It does not include buildings, roofed structures, additions or extensions on to dwellings, fences, walls, swimming pools, garden shrubs, tree replacements or landscaping that are not visible from the Street.
7. "Lot" or "Lots" mean each parcel of land shown on the Tiffany Park subdivision plats filed for record in the in the Official Records of Brazos County, Texas, on which there is to be built a single-family dwelling, and which are recognized as members within the HOC. The terms "Lot" or "Lots" do not include Common Area.
8. "Owner" or "Owners" mean the record owner or owners of the fee simple title to any Lot or portion of a Lot within the member Tiffany Park subdivisions on which there is, or will be built, a detached single-family dwelling. For purposes of these CC&Rs, the term Owner will include contract sellers, but excludes persons or entities having only a security interest in the property.

- 9. "Street" refers to the right-of-way on which the dwelling fronts. In the case of corner lots, the term Street will refer to both adjacent intersecting streets. For those Lots that back up to Copperfield Drive, or are adjacent to Oak Hill Drive and Tiffany Park Drive, the term Street includes such rights-of-way.
- 10. "Tiffany Park" is a collective term referring to all subdivisions having membership in the HOC.

**ARTICLE II**  
**GENERAL RESTRICTIONS AND STANDARDS**

Section 2.01. GENERAL. The restrictions and standards set forth in these CC&Rs will govern the overall development and use of each individual Lot in Tiffany Park. All Owners, lessees, purchasers, and to the extent prescribed in these CC&Rs, lenders will be bound by these standards and uses.

Section 2.02. MEMBERSHIP WITHIN THE HOC. Initial membership within the HOC shall, in the case of Phases Two through Eight and Eight A, require an affirmative vote of at least 75% of the membership for each platted subdivision pursuant to the respective deed restrictions for such subdivisions. For Phase 10 and any future phases, initial membership within the HOC shall be as a result of the developer filing deed restrictions requiring such membership within the HOC. Upon attaining membership in the HOC, each Owner shall then be recognized as a member of the HOC, and all subsequent Owners shall be recognized contemporaneously by acquiring a Lot within the HOC without further documentation of any kind. Membership within the HOC shall not be assigned, pledged or transferred in any way, other than through transfer of title to a Lot or Lots within the HOC. Any attempt to make a prohibited transfer shall be void.

Section 2.03. DEVELOPMENT STANDARDS. All proposals for the initial or subsequent construction or external modification of Improvements on any Lot will be accompanied by building plans, drainage and landscaping plans, specifications, diagrams, etc., and will be submitted to the Committee, for review and approval. Variances and exceptions may be permitted, but only after review and written approval by the Committee.

Section 2.04. NON-CONFORMING USES. Any Improvement or other structure that is existing and in place at the time of adoption of these CC&Rs and which does not conform to these CC&Rs will be "grandfathered" as a non-conforming use, and will be grandfathered for so long as the then Owner of the property continues to own the property and the non-conforming use is functional and continues to serve its intended purpose. Grandfathered non-conforming uses do not run with the land and, therefore, may not be transferred to successive grantees of the Lot. Upon the transfer of title to any Lot, the "grandfather" designation will automatically expire and the new grantee must bring the Lot into conformance pursuant to these CC&Rs. Non-conforming uses may not be modified, changed, altered or replaced without the prior written approval of the Committee. It shall be the responsibility of the HOC to notify the Owner in writing that such Improvements or other structures are considered to be non-conforming uses.

under these CC&Rs and that such uses may not be modified, changed, altered or replaced without the prior written approval of the Committee. Such notice may be filed of record in the Official Records of Brazos County, thereby providing notice to subsequent purchasers of the existence of such non-conforming use. If such a notice is filed for record and the non-conforming use is subsequently brought into compliance with these CC&Rs, the HOC will then file a notice of compliance.

Section 2.05. APPROVAL OF PLANS AND SPECIFICATIONS. The Committee must review and approve in writing all of the following to be constructed on any Lot. The criteria for submission, approval and notification are more specifically set forth in Article III.

- A. Vertical Structures and Improvements:
  - (1) Initial construction of any residence;
  - (2) Any exterior addition, change or alteration of any Improvement visible from the Street and whose cost exceeds \$5,000;
- B. Landscaping: Owners will be mindful of the trees and vegetation existing on the land and use every reasonable effort to preserve such trees as land plans are developed. Landscaping for front yards will be fully seeded using St. Augustine or Bermuda grasses, or such other grasses as may be approved by the Committee in writing. In addition, minimum landscaping requirements for front yards will require trees and shrubbery valued at no less than \$500.
- C. Drainage: All new residential construction will include a drainage plan showing how drainage from the subject Lot is to be discharged into the City of Bryan's storm water system. Drainage will be discharged to the Street either by grading the surface of the Lot or through a sub-surface system, such as a French Drain. Drainage will not be discharged on adjacent Lots.

Section 2.06. USE LIMITATIONS. Lots in Tiffany Park may be used only for single-family detached residential dwellings and those compatible non-residential uses, which include schools, parks and churches, or as may be approved in writing by the Committee. For purposes of these CC&Rs, the term "single-family" refers to the use of a dwelling by two or more natural persons who are related by marriage or kinship, or not more than two (2) adult natural persons who are not related by marriage or kinship. Specifically, single-family residential purposes shall exclude duplexes, garage apartments, fourplexes, or any other multi-family use.

All Lots within Tiffany Park will be subject to the following restrictions, unless expressly waived in writing by the Committee.:

- A. No Lot will be utilized for any use which is offensive by reason of odor, fumes, dust, smoke, noise or pollution, or which constitutes a nuisance or is hazardous by reason of fire or explosion, or injurious to the reputation of any Lot in Tiffany Park, or in violation of the laws of the United States, the State of Texas, the County of Brazos, the City of Bryan, the HOC or any other governmental

authority having jurisdiction over Tiffany Park. The Board shall have the exclusive discretion to determine what constitutes a noxious or offensive activity.

- B. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that a reasonable number of dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for commercial purposes.
- C. No professional, business or commercial activity to which the general public is invited shall be conducted on any Lot, irrespective of whether such activity is considered to be for-profit or not-for-profit purposes. Garage sales, yard sales or periodic "parties" for the sale of various products are specifically excluded from this prohibition, provided that such garage sale, yard sale or periodic party does not occur more than twice in any single 12-month period. The Board shall have exclusive discretion in determining what constitutes a commercial activity that is prohibited by these CC&Rs.
- D. No Lot will be utilized for any use not expressly permitted by these CC&Rs, or otherwise expressly permitted in writing by the Committee.
- E. No building shall be erected, altered or permitted on any Lot other than one detached single-family dwelling not to exceed two stories in height, with a private garage for not more than three (3) automobiles.
- F. No window or wall air conditioning units will be allowed unless such window or wall air conditioning units cannot be seen from the Street.
- G. Any residence constructed on a Lot must not have less than 2,000 square feet of living space, exclusive of open or screened in porches, terraces, patios, driveways and garages.
- H. The exterior walls of any residence shall consist of not less than eighty percent masonry construction.
- I. All roofs shall be constructed of fireproof materials consisting of composition shingles over decking.
- J. No garage, or any portion thereof, shall be enclosed and used as part of the living area of the dwelling.
- K. All exterior colors, textures and materials must be compatible not only with the specified design motif but also with adjacent and surrounding Lots, and overall community appearance.
- L. No structure, which has not been approved for residential use by the Committee, including but not limited to trailers, mobile homes, motor homes, basements,

ten, shacks and other outbuildings and accessory structures, shall be used on any Lot at any time as a residence, either temporarily or permanently.

- M. All garage doors shall be kept closed except as necessary for ingress and egress.
- N. No repair work, dismantling or assembling of a motor vehicle or other machinery or equipment shall be permitted on any Street, yard, driveway or any portion of a Lot other than in an enclosed garage.
- O. The use or discharge of firearms, firecrackers or other fireworks within the property subject to these CC&Rs is prohibited.
- P. No Lot shall be used or maintained as a dumping ground for rubbish or trash. All garbage and other waste shall be kept in sanitary containers. There shall be no burning of trash, garbage, leaves, brush or other debris. Trash bins should not be visible from the Street except on trash pick-up day.
- Q. No individual sewage-disposal or water-supply systems shall be permitted on any Lot.
- R. No campers, mobile homes, boats, trailers or motor homes non-motorized vehicle, trailer, boat, marine craft, Hovercraft, aircraft, trucks larger than one-ton pick ups, machinery or equipment of any kind may be parked or stored on any part of any Lot, easement, right-of-way or Common area unless such object is concealed from public view inside a garage or other approved enclosure except when used for construction, repair or maintenance of a home or building on a Lot. Such vehicles may be parked temporarily on a Lot or in the right-of-way for purposes of loading or cleaning; provided however, that such periods to load or clean shall not be longer than 36 consecutive hours in any one seven day period.
- S. No vehicle shall be parked in the Street overnight. All vehicles, whether owned by the Owner of the Lot or a guest of the Owner of the Lot, shall be parked in the garage or on the driveway. No vehicles may be parked in the front yard of any Lot.
- T. No fence, wall, hedge or shrub planting that obstructs the sight lines at elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner Lot in the triangular area formed by the street property lines and a line connecting them at points sixty feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street lines as extended. The same sight line limitations shall apply on any Lot within thirty feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of intersections unless the foliage line is maintained to meet the sight line requirements set forth above. This provision does not pertain to mail boxes.

U. No fence, wall, hedge or utility meter shall be placed, or permitted to remain, on any Lot nearer to the Street adjoining such Lot than is permitted for the main residence on such Lot, except for decorative subdivision entry fences. All fences shall be brick, wrought iron or wood construction materials. Such fences shall not be of such height in excess of six (6) feet. No barbed wire fences will be permitted. Chain link fences will be permitted, if such fences are located internally in the back yard of any Lot and not visible from the Street. Under no circumstances will chain link fences be allowed as a perimeter fence.

V. No poles, flag poles, masts, antennas, micro-wave platforms or satellite dishes, of any type, size or height shall be installed on any Lot, regardless of whether such installation is secured to the ground, dwelling or a tree, unless it is installed within the envelop of the dwelling or as approved by the Committee. Under no circumstances shall such pole, flag pole, mast, antennae, micro-wave platform or satellite dish be visible from the Street, unless such location is in compliance with City, State or Federal laws. Temporary flags for holidays or special events are specifically exempt from this provision.

W. Basketball goals are permitted; provided however, that no basketball goal (whether moveable or stationary) shall be located in a thru street or oriented on a Lot in such a way as to accommodate play in a thru street. For purposes of these C&Rs, orienting moveable basketball goals to allow play in a cul-de-sac is permissible.

Storage buildings may be located in the back yard of any Lot, without the approval of the Committee unless that storage building is visible from the Street as defined herein. Any storage building visible from the Street must be approved in writing by the Committee. Such approval from the Committee will consider the materials used and type of construction, as well as the "curb appeal."

Section 2.07. MINIMUM SETBACK LINES. All structures will be located within minimum setback lines as required by the City of Bryan and the Committee. No building shall be located on any Lot line or nearer to the front Lot line or the side Lot line than the minimum building setback lines as shown on the respective subdivision plat for that property. If two or more Lots, or portions of two or more Lots, are consolidated into a single building site in conformity with Section 2.06, these building setback lines shall apply to the resulting building site as if it were one original, platted Lot.

Notwithstanding the foregoing, steps, walks, driveways and parking areas, power transformers, planters, walls, fences or hedges (not to impair or obstruct the view from or to adjacent Lots or with respect to any intersections); landscaping; and other Improvements approved in writing by the Committee are expressly excluded from these setback line provisions.

Section 2.08. RESUBDIVISION OR CONSOLIDATION. No Lot shall be subdivided, re-subdivided or split except as follows. Any person owning two or more adjoining lots may

consolidate those lots into a building site, with the privilege of constructing an Improvement, as that term is defined herein, on the resulting building site. No Lot may be subdivided to provide any additional building sites.

Section 2.09. SIGNAGE. No signs of any type shall be allowed on any Lot except one sign not more than five square feet (i) advertising the property for sale or rent, (ii) a temporary sign supporting a political candidate for office during an election period, (iii) or temporary signs advertising a garage or yard sale. Seasonal yard decorations are not considered signage for purposes of this Section 2.08. The signage authorized under this provision assumes temporary events. Once the property has been sold or rented, or the election is over, or the garage or yard sale is completed, the signs advertising these events must be removed.

Signs of a flashing or moving character (unless expressly approved in writing by the Committee), inappropriately colored or decorated signs and signs in or painted on windows will not be permitted. The Committee, or its designee, will have the right to remove any non-conforming sign which is erected without the Committee's written approval.

Section 2.10. ILLUMINATION. If exterior illumination is desired for any building in Tiffany Park, such exterior illumination will be in conformity and harmony with the overall design and exterior illumination otherwise existing in Tiffany Park and will be designed to only shine on the particular building and that particular building's landscaping. Illumination will not create a nuisance to any adjoining property Owners, blind or interfere with vehicular traffic, or affect the use of any adjoining property.

ARTICLE III  
ARCHITECTURAL CONTROL

Section 3.01. ESTABLISHMENT OF THE COMMITTEE. To maintain standards of development, aesthetics and construction within Tiffany Park and at the same time to provide for the necessary flexibility in addressing varied and changing needs, the HOC establishes the Committee, which will consist of three (3) voting members who will be natural persons appointed by the Board.

The Committee will meet at least once each year at such location(s) as may be approved by the Committee (unless such meeting is waived in writing by all members) or upon the call of any two voting (2) members after five (5) business days notice to all members by telephone, telecopy or e-mail. An agenda for each meeting will be prepared in advance by the Chairman. Two voting (2) members of the Committee constitute a quorum. A concurring vote of at least two (2) members of the Committee governs all actions. The Committee will cause written minutes to be prepared of all actions taken by the Committee and will deliver a copy of such minutes to each member of the Committee and to the Board of the HOC within seven (7) business days following the close of each meeting.

The Committee will act by a majority vote of the members and no member of the Committee will incur any liability by reason of any good faith exercise of such member's or

members' prerogatives as a member of the Committee. The Committee will continue to operate in this manner unless the Committee modifies its rules of operation by majority vote of the Committee. Any and all members of the Committee may be removed by the Board, with or without cause. Further, the Board will have the exclusive right and power at any time, and from time to time, to create and fill vacancies on the Committee.

Section 3.02. AUTHORITY OF THE COMMITTEE. The Committee is responsible for interpretation of these CC&Rs and has the right, but not the obligation, to enforce any and all provisions within these CC&Rs. In addition, no Improvement will be erected, constructed, placed, altered (by addition or deletion), maintained or permitted to remain on any portion of a Lot in Tiffany Park until plans and specifications, in such form and detail as the Committee may reasonably deem necessary, will have been submitted to and approved in writing by the Committee. The decision of the Committee will be made in its sole discretion and will be final, conclusive and binding upon the applicant and all Owners of property within Tiffany Park, provided however, that all decisions made by the Committee may be appealed to the Board, in a manner to be prescribed by the Board. Upon majority vote of the Board, such appeals may be upheld, reversed or remanded back to the Committee for further consideration. The review by the Committee will include but will not be limited to, the following considerations:

- A. Quality of workmanship and material;
- B. Proper facing of main elevation with respect to the Street;
- C. Conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping to surrounding structures and topography which are now or hereafter may be existing; and
- D. Location with respect to topography and finished grade elevation and effect of location and use on adjacent Lots and Improvements to include surface drainage.

Section 3.03. LIMIT OF SCOPE OF APPROVAL. In no event will any approval obtained from the Committee be deemed to be a representation of any nature regarding the structural safety or engineering soundness of the Improvement for which such approval was obtained, nor will such approval in any manner represent compliance with any building or safety codes, ordinances or regulations, nor will such approval be construed as a representation or warranty as to any matter which is the subject of approval. Additionally, non-exercise of any powers conferred upon the Committee in one or more instances will not be deemed to constitute a waiver of the right to exercise such powers in other or different instances. Likewise, approval of any one set of plans and specifications will not be deemed to constitute approval of any other plans or specifications.

Section 3.04. CONTENT OF PLANS AND SPECIFICATIONS. The final plans and specifications regarding a proposed Improvement will be submitted to the Committee, in duplicate, for approval prior to the commencement of construction. Plans and specifications to be submitted and approved by the Committee must comply with applicable City of Bryan codes, and will include, without limitation, the following:

- A. A plot plan showing the location of all improvements, structures, sidewalks, driveways and fences. Lot drainage provisions will be indicated as well as cut and fill details if any appreciable change in the Lot contours is contemplated. The plot plan will also incorporate such matters regarding adjacent Lots as is reasonably necessary, in the sole opinion of the Committee, for the Committee to ascertain the effect which approval of the plans and specifications will have upon the adjacent Lot for matters including, but not limited to, drainage, illumination and landscaping;
- B. Exterior elevations;
- C. Exterior materials, color, textures and shapes;
- D. Structural design;
- E. Landscaping plan, including walkways, fences and walls, elevation changes, sprinkler systems, vegetation and ground cover;
- F. Parking area and driveway plan;
- G. Any screening, including material, size, location and method;
- H. Utility connections;
- I. Any exterior illumination, including location and method;
- J. Signs, including size, shape, color location and materials;
- K. Such other additional matters as requested by the Committee;

Section 3.05. BASIS OF APPROVAL. Approval of plans and specifications will be based, among other things, on adequacy of Lot dimensions, structural design, conformity and harmony of external design and of location with neighboring structures and Lots, relation of finished grades and elevations to neighboring Lots, and conformity to both the specific and general intent of the protective covenants contained herein.

Section 3.06. VARIANCES. In cases of special size or shape of Lot or condition of terrain or special use, operation or treatment not provided for within the general conditions of the CC&Rs or for any other reason, the Committee may, in its sole discretion, permit such variances or exceptions as it deems necessary or desirable.

Section 3.07. NOTICE FROM COMMITTEE. Approval or disapproval as to architectural control matters as set forth in this Article III will be in writing. At such time as the plans and specifications meet the approval of the Committee, one complete set of plans and specifications will be retained by the Committee and the other complete set of plans and

specifications will be marked "Accepted" and returned to the Lot Owner. If found not to be in compliance with the restrictions and standards, one set of such plans and specifications will be returned marked, "Not Accepted", accompanied by a statement of items not in compliance with the restrictions and standards. In the event the Committee fails to accept or not accept in writing any plans and specifications and plats submitted to it in compliance with the provisions of Article III within sixty (60) calendar days following such submission, then the Committee will be deemed to have accepted such plans and specifications and plat. If plans and specifications are not sufficiently complete or are otherwise inadequate, the Committee may reject them as being inadequate or may accept or not accept part(s) conditionally or unconditionally and reject the balance.

Section 3.08. INSPECTION. In order to ensure compliance with the provisions of this instrument, and in particular the provisions of Article III, the Committee will be entitled to inspect the construction of any Improvements on any part of the property on an on-going basis during the course of construction. Such inspections will be conducted by the Committee, or its designated agent, for the purposes of ensuring that all construction is conducted in accordance with these CC&Rs and the Plans and Specifications accepted by the Committee. The Committee agrees to afford to any Owner which is constructing improvements written notice of its intention to inspect, and agrees, to the maximum extent possible, to conduct all such inspections during normal business hours and in a manner which will not unreasonably interfere with any of the construction or development activities which are, at that point in time, underway. Each Owner or occupant of any portion of the property acknowledges it is obligated to undertake such actions as are necessary to remedy such problems, defects or impermissible variances as may be discovered by the Committee during the course of such inspections. The cost of such inspections by the Committee will be a cost to the HOC.

#### ARTICLE IV MAINTENANCE

Section 4.01. DUTY TO MAINTAIN. Owners and occupants (including lessees) of any parcel of property located in Tiffany Park will jointly and severally have the duty and responsibility, at their sole cost and expense, to keep that part of the property owned or occupied by them, including buildings, improvements and grounds, in a well maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- A. Prompt removal of all litter, trash, refuse and wastes.
- B. Keeping all lawn and garden areas alive and attractive; properly mowed, trimmed, watered and fertilized; and free of weeds and vegetation destroying insects.
- C. Keeping exterior lighting and mechanical facilities in good working order.
- D. Repair of exterior damages to Improvements.
- E. Repair and maintenance of drainage systems installed by the Lot Owners.

F. Complying with all governmental health and safety requirements.

Section 4.02. DUTY TO PAY FOR COMMON AREA MAINTENANCE. The HOC is responsible to maintain in a safe, clean and attractive condition the Common Area of Tiffany Park. Each Owner will be liable to and will promptly reimburse the HOC, for any and all costs incurred by the HOC pursuant to this Section 4.02, and each Owners' individual liability concerning such costs will be determined pro-rata based on the number of Lots owned by each Owners having an interest in Tiffany Park.

Section 4.03. ENFORCEMENT. If, in the opinion of the HOC, any Owner or occupant has failed in any of the foregoing duties or responsibilities, then the HOC may give such Owner written notice of such failure and Owner must within ten (10) business days after receiving such notice, commence the performance of the care and maintenance required and/or pay Owner's pro-rata portion of the Common Area and pursue with due diligence until completed or paid. Should any Owner fail to fulfill this duty and responsibility within such period, then the HOC, through its authorized agent or agents, will have the right and power (but not the obligation) to enter onto the premises and perform such care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any Owner. The Owners and occupants (including lessees) of any part of the property on which such work is performed will jointly and severally be liable for the cost of such work and will promptly reimburse the HOC for such cost. Any assessment attributable to an Owner's liability under Section 4.03 not paid within ten (10) business days after receipt of notice described in this Section will bear interest from the tenth day and any cost attributable to the HOC's performance of care and maintenance as authorized in this Section will bear interest from such date of performance at the maximum rate which may be charged under applicable law until paid (or at such lesser rate as may be determined by the HOC in its sole discretion on a case by case basis from time to time), and the Owner or occupant will be deemed to have agreed in writing to the payment of such interest and all costs, including court costs and attorneys' fees which may be incurred by the HOC in collecting such amounts. If such Owner or occupant fails to reimburse the HOC within thirty (30) calendar days after receipt of a statement from the HOC for maintenance costs attributable to its pro-rata portion of the Common Area and/or for the performance of care and maintenance as authorized in this Section, then the indebtedness will be a debt of such Owner, or Owners jointly and severally, and will constitute a continuing lien and charge on the property in the hands of the Owner, and the Owner's heirs, devisees, personal representatives, and assigns. The lien created may be enforced by any means available at law or in equity, including without limitation a non-judicial foreclosure sale. The HOC may be the purchaser at any such foreclosure sale. Provided, further, however, the HOC, by its execution of this instrument, agrees it will (i) provide to any lender of any Owner or occupant thirty (30) calendar days written notice and opportunity to cure any such default prior to institution of any action to enforce its lien rights conferred and/or (ii) execute such additional documents as may be reasonably requested by such lender relating to issues of lien priority under this Section which are otherwise consistent with this instrument whereby the HOC would subordinate its lien to the lien of the lender so long as the lender agrees to cure all events of default by such Owner or occupant within the time periods specified in subparagraph (i) of this Section.

ARTICLE V  
EASEMENT

Section 5.01. RIGHT OF ACCESS BY THE COMMITTEE. After giving proper notice pursuant to Section 4.03, the HOC, its employees or agents, will have full rights of ingress and egress, at all times over and upon each Lot to repair, maintain and restore the Lot, including landscaping, and the exterior of any buildings and other improvements located on the Lot, all at the expense of the Owner.

Section 5.02. UTILITY EASEMENTS. Utility Easements within Tiffany Park are to be non-exclusive and will be defined by separate instruments filed for record in the Official Records of Brazos County, Texas. The beneficiary of each easement has the right to construct and maintain the utilities designated for such easements; provided, that if the servient property is damaged as a result of construction or maintenance of the utilities, the benefiting Owner of the easement will make the necessary repairs to the servient property.

ARTICLE VI  
MISCELLANEOUS PROVISIONS

Section 6.01. APPLICABILITY. Each contract, deed, deed-of-trust or mortgage which may be executed with respect to any property in Tiffany Park will be deemed executed, delivered and accepted subject to all of the provisions of this instrument, including without limitation, the CC&Rs set forth, regardless of whether or not any of such provisions are set forth in such contract, deed, deed-of-trust or mortgage and whether or not referred to in any such instrument.

Section 6.02. DURATION. These provisions, including the covenants, restrictions, charges and liens set out run with and bind the land, and inure to the benefit of and are enforceable by every Owner of any part of the property within Tiffany Park, including the HOC, and its respective legal representatives, heirs, successors and assigns, for a term beginning on the date of these CC&Rs, and continuing through and including August 31, 2029, after which time the CC&Rs will be automatically extended for successive periods of ten (10) years unless a change (the word "change" includes additions, deletions or modifications, in whole or in part) is approved by a minimum 75% of the total votes of the then Owners of the property within Tiffany Park (on the basis of one vote per Lot), at a meeting of the Owners held for such purpose. Written notice of the time and place of any such meeting will be given to all Owners at least thirty (30) calendar days in advance and will set forth the purpose of such meeting. Such meeting may be called by the Board of the HOC, or any Owner or group of Owners whose voting rights are equal to at least ten percent (10%) of the total votes which may be cast. No such change will be effective until the original or a certified copy of such modified instrument is filed for record in the Official Records of Brazos County, Texas.

Section 6.03. AMENDMENT. This instrument may be amended or terminated at any time upon seventy-five percent (75%) of the total votes of the Owners in the manner of voting as

defined in Section 6.02 of this Article VI. Any amendment or termination will become effective when an instrument or certified copy is filed for record in the Deed Records of Brazos County, Texas, the signatures of the required number of Lot Owners of the property within Tiffany Park.

Section 6.04. WITHDRAWAL FROM THE HOC. The by-laws of the HOC provides a mechanism whereby certain subdivisions that petition membership within the HOC, may also elect to terminate such membership and withdraw from the HOC. In the event that any subdivision elects to withdraw from the HOC, then these CC&Rs will immediately extinguish as they relate to such subdivision phase, and will not be enforceable by the HOC or other Owners within the HOC against the Owners in the withdrawing subdivision.

Section 6.05. ENFORCEMENT. The HOC or any Owner of any part of the property within Tiffany Park, will have the right, but not the obligation, to enforce any of the CC&Rs set out, as such CC&Rs may be amended as provided. Enforcement of the covenants and restrictions will be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land, to enforce any lien created by these covenants; and failure by the HOC or any other Owner to enforce any such covenant or restriction will in no event be deemed a waiver of the right to do so thereafter.

Section 6.06. SEVERABILITY OF PROVISIONS. Except for Section 6.05, if any paragraph, section, sentence, clause or phrase of this instrument will be or become illegal, null or void for any reason or will be held by any court of competent jurisdiction to be illegal, until or void, the remaining paragraphs, sections, sentences, clauses or phrases will continue in full force and effect and will not be affected. It is declared the remaining paragraphs, sections, sentences, clauses and phrases would have been and are imposed without regard to the fact that any one or more other paragraphs, sections, sentences, clauses or phrases have become or are illegal, null or void.

Section 6.07. EXEMPT PROPERTY. All properties dedicated to and accepted by a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Texas shall be exempt from assessments as permitted under the by-laws of the HOC. However, no land or Improvements devoted to dwelling use shall be exempt from said assessments.

Section 6.08. ATTORNEYS' FEES. If any controversy, claim or dispute arises relating to this instrument, its breach or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees and costs.

Section 6.09. LIBERAL INTERPRETATION. These CC&Rs shall be liberally construed to effectuate its purpose of creating a uniform and aesthetically pleasing environment in which to live.

Section 6.10. NOTICE. All notices, acceptance, non-acceptance, applications and other communications required or permitted must be in writing and are effective upon depositing in the U.S. Mail or delivered by hand. Delivery by hand shall be deemed to be effected when the

Owner takes receipt of such notice or when such notice is affixed in some way to the front door handle of the residence..

Section 6.11. TITLES. The titles, headings and captions used throughout this document are for convenience only and are not to be used in construing these CC&Rs.

Section 6.12. RIGHT TO CONTRACT WITH THIRD PARTIES. Each Owner property located in Tiffany Park and each lender holding liens now or in the future on such property, acknowledge the HOC retains the right to enter into agreements with third parties and/or affiliated entities of the HOC for the development, maintenance and/or operation of property located in Tiffany Park.

IN WITNESS WHEREOF, this Agreement has been executed by the Organization of Tiffany Park Homeowners, Inc. the 18<sup>th</sup> day of February, 2005.

**BOARD OF DIRECTORS  
ORGANIZATION OF TIFFANY PARK HOMEOWNERS, INC.**

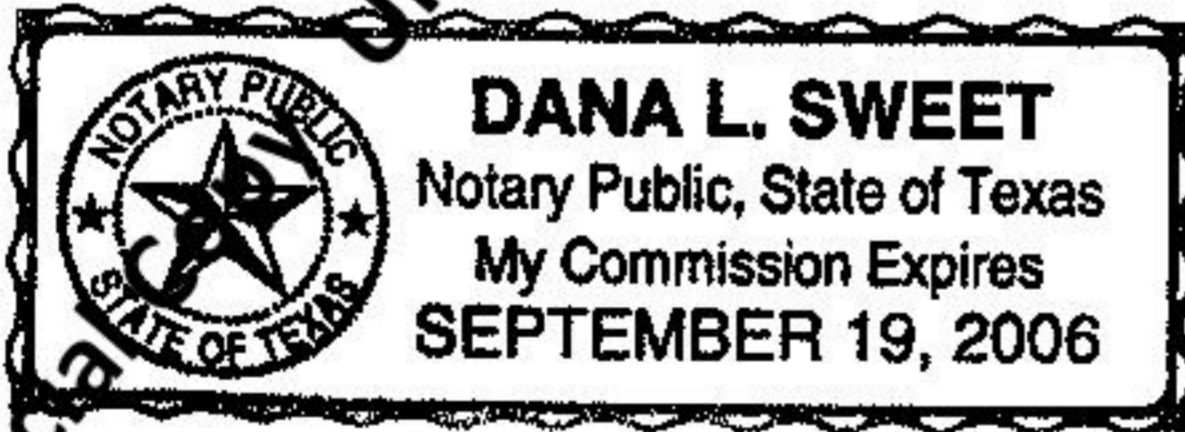
By: *Keith D. Murray*  
**KEITH D. MURRAY**  
President

**ACKNOWLEDGEMENT**

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZOS   §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **KEITH D. MURRAY**, President of the Organization of Tiffany Park Homeowners, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it as the act and deed of the Board of Directors, the Organization of Tiffany Park Homeowners, Inc. for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18<sup>th</sup> day of February, A.D. 2005.



*Dana L. Sweet*  
Notary Public, State of Texas  
My Commission Expires: 9-19-06

Filed for Record in:  
BRAZOS COUNTY

On Feb 21, 2005 at 02:19P

As a  
Recordings

Document Number: 00882866

Amount 39.00

Receipt Number - 261022

By,  
Betty King

STATE OF TEXAS COUNTY OF BRAZOS  
I hereby certify that this instrument was  
filed on the date and time stamped hereon by me  
and was duly recorded in the volume and page  
of the named records of:  
BRAZOS COUNTY  
as stamped hereon by me.

Feb 21 2005

HONORABLE KAREN MCQUEEN, COUNTY CLERK  
BRAZOS COUNTY

AFTER RECORDING RETURN TO:

Organization of Tiffany Park Homeowners, Inc.  
P.O. Box 3861  
Bryan, Texas 77805-3861