

**TIFFANY PARK SUBDIVISION,  
PHASE THIRTEEN (13), PHASE FOURTEEN (14) and PHASE FIFTEEN (15)  
Bryan, Brazos County, Texas**

**DECLARATION of COVENANTS, CONDITIONS and RESTRICTIONS  
and  
RATIFICATION by LIENHOLDER**

**Preamble**

This Declaration of Covenants, Conditions and Restrictions is made effective as of the date of the last acknowledgment for the parties hereto at College Station, Texas, by SCHIEFFER DEVELOPMENT COMPANY ("Declarant") whose mailing address is 2103 Tabor Road, Bryan, Texas 77803.

**Recitals**

1. Declarant is the owner of all that certain real property ("the Property") located in Brazos County, Texas, described as follows:

TIFFANY PARK SUBDIVISION, PHASE THIRTEEN (13), PHASE FOURTEEN (14) and PHASE FIFTEEN (15), a subdivision in Bryan, Brazos County, Texas. The Plat of PHASE THIRTEEN (13), PHASE FOURTEEN (14) and PHASE FIFTEEN (15) to which these Restrictions apply is recorded at Volume 8772, page 26, of the Official Public Records of Brazos County, Texas.

2. Declarant has devised a general plan for the entire Property as a whole, with specific provisions for particular parts and parcels of the Property. This general plan provides a common scheme of development designed to protect and safeguard the Property over a long period.

3. This general plan will benefit the Property in general, the parcels and lots that constitute the Property, the Declarant and each successive owner of an interest in the Property.

4. Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, Declarant desires to restrict the Property according to these covenants, conditions and restrictions in furtherance of this general development plan.

NOW, THEREFORE, it is declared that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions.

#### ARTICLE 1. DEFINITIONS

##### Developer

1.01. "Developer" means Declarant and Declarant's successors and assigns.

##### Lot

1.02. "Lot" means any of the plots of land shown on the subdivision plat recorded in Volume 8772, page 26, Official Public Records of Brazos County, Texas (the "Plat"), on which there is or will be built a single family dwelling. The term "Lot" does not include any Common Area.

##### Owner

1.03. "Owner" means the record owner or owners of the fee simple title to any Lot or portion of a Lot in the Property on which there is or will be built a detached single family dwelling. "Owner" includes contract sellers but excludes persons having only a security interest.

##### Common Area

1.04. "Common Area" means the entire Property except the Lots, subject to all easements and rights described in this Declaration.

##### Association

1.05. "Association" means an incorporated association, Organization of Tiffany Park Homeowners, which shall have the duty of maintaining, operating and managing the Common Area as provided in this Declaration. Each Owner shall become a member of the Association contemporaneously with acquiring a Lot, without any further documentation of any kind.

**Board**

1.06. "Board" means the Board of Directors of the Association.

**Living Space**

1.07. "Living Space" is the heated and cooled area within a building.

**Property or Subdivision**

1.08. "Property" or "Subdivision" shall mean the entire subdivision herein described.

**ARTICLE 2. ARCHITECTURAL CONTROL**

**Architectural Control Committee**

2.01. Developer shall designate and appoint an Architectural Control Committee consisting of not less than two qualified persons which shall serve at the pleasure of the Developer. The initial members of the Committee shall be: BOBBY MURPHY and DEAN SCHIEFFER.

**Approval of Plans and Specifications**

2.02. The Architectural Control Committee must review and approve in writing all of the following projects on the Property:

- (a) construction of any building, fence, wall or other structure;
- (b) any exterior addition, change or alteration in any building, fence, wall or other structure; and/or
- (c) any landscaping or grading of any Lot or Lots.

**Application for Approval**

2.03. To obtain approval to do any of the work described in Paragraph 2.02, an Owner must submit an application to the Architectural Control Committee showing the plans and specifications for the proposed work. Such plans and specifications shall detail the nature, shape, height, materials, colors and location of the proposed work. It is suggested that the application be submitted before any

construction loan is approved. A masonry sample must accompany any application.

#### Standard for Review

2.04. The Architectural Control Committee shall review applications for proposed work in order to: (1) ensure conformity of the proposal with these covenants, conditions and restrictions; and (2) ensure harmony of external design in relation to surrounding structures and topography. An application can be rejected for providing insufficient information. The Committee shall have broad, discretionary authority to interpret and apply these standards. In rejecting an application, the Committee should detail the reasons for rejection and suggest how the applicant could remedy the deficiencies.

#### Failure of Committee to Act

2.05. If the Architectural Control Committee fails either to approve or reject an application for proposed work within sixty days after submission, then Committee approval shall not be required, and the applicant shall be deemed to have fully complied with this Article.

#### Final Review

2.06. If the Architectural Control Committee approves an application, all fencing (Article 4.16), live oak trees and landscaping (Article 4.21) must be completed and approved by the Architectural Control Committee the earlier of (a) six months after the application approval; or (b) closing into permanent financing.

### ARTICLE 3. EXTERIOR MAINTENANCE

#### Maintenance of Lot and Improvements

3.01. If an Owner of any Lot fails to maintain the premises in a neat and orderly manner, the Developer or the Association shall have the right but not the obligation, through its agents and employees, to enter the Lot in order 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.

### Easement

3.02. Lot Owners or the Association of Tiffany Park Homeowners shall have the obligation of maintenance consisting of mowing, trash, debris and rubbish removal, tree removal, sediment removal, repair erosion damage and general upkeep of the vegetation in the 6.64 acre drainage easement, a portion of which is shown on the Plat and which is fully described in a separate grant of easement recorded in Volume 7171, page 135, of the Official Public Records of Brazos County, Texas. The City of Bryan shall have the obligation to repair or replace the concrete flume and concrete slope paving within this easement unless such repair or replacement is necessary due to damage caused by insufficient maintenance of the easement by the Lot Owners and the Association of Tiffany Park Homeowners. The City of Bryan shall have the right to access all improvements within the easement for inspection, to construct additional structures if desired by the City, and to conduct repairs or replacement of the concrete flume and concrete slope paving. No fences or other temporary structures shall be erected in the easement by the Owners of Lots. The Lot Owners and the Association of Tiffany Park Homeowners will have no obligation with respect to the lift station within the easement.

### Common Area

3.03. The Property includes a Common Area shown on the recorded plat of the Property. Lot Owners or the Association of Tiffany Park Homeowners shall have the obligation of maintenance consisting of mowing, trash, debris and rubbish removal, tree removal, sediment removal, repair erosion damage and general upkeep of the vegetation in the Common Area shown on the plat.

## **ARTICLE 4. USE RESTRICTIONS AND ARCHITECTURAL STANDARDS**

### Residential Use Only

4.01. All Lots shall be used for single-family residential purposes only. Single family use consists of use as a dwelling by two or more natural persons who are related by marriage or kinship or by not more than four natural persons who are not related by marriage or kinship. However, Developer, as well as any other person engaged in the construction and sale of residences on the Property, shall have the right, during the construction and sales period, to use facilities as may be reasonably necessary or convenient for its business purpose of constructing and selling residences on the Property. Specifically, single-family residential purposes shall exclude duplexes, garage apartments, fourplexes, or any other multi-family

use. All construction shall be completed within 180 days from the issuance of a building permit.

#### Type of Buildings Permitted

4.02. 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 two automobiles. No window or wall air conditioning units will be used. However, Developer, as well as any other person engaged in the construction and sale of residences on the Property, shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for its business of constructing and selling dwelling units on the Property, including, but not limited to, offices and storage areas.

#### Design, Minimum Floor Area and Exterior Walls

4.03. Any residence constructed on a Lot must have not less than 2,200 square feet of Living Space, exclusive of open or screened porches, terraces, patios, driveways and garages. The exterior walls of any residence shall consist of not less than eighty percent masonry construction. All roofs shall be constructed of fireproof materials consisting of composition shingles over decking. All exterior colors, textures and materials must be compatible not only with this specified design motif but also with adjacent and surrounding Lots, and over-all community appearance.

#### Setbacks

4.04. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building setback lines shown on the Plat. No side yards at the front building setback line shall be less than that shown on the Plat. If two or more Lots, or portions of two or more Lots, are consolidated into a single building site in conformity with Paragraph 4.05, these building setback requirements shall apply to the resulting building site as if it were one original, platted Lot.

#### Resubdivision or Consolidation

4.05. No Lot shall be resubdivided 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 permitted by this Declaration,

on the resulting building site. No Lot may be subdivided to provide any additional building sites.

#### Easements

4.06. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. No utility company, water district, political subdivision or other authorized entity using these easements shall be liable for any damage done by them or their assigns, agents, employees or servants, to shrubbery, trees, flowers or to other property of the Owner situated in the easement.

#### Noxious or Offensive Activities Prohibited

4.07. No noxious or offensive activity shall be conducted on any Lot that may be or may become an annoyance or nuisance to the neighborhood. The Board of Directors of the Association shall have the sole and exclusive discretion to determine what constitutes a noxious or offensive activity. No repair work, dismantling or assembling of a motor vehicle or other machinery or equipment shall be done or permitted on any street, driveway or any portion of a Lot other than in an enclosed garage. The use or discharge of firearms, firecrackers or other fireworks in any part of the Subdivision is prohibited.

#### Prohibited Residential Uses

4.08. No structure not approved for residential use by the Architectural Control Committee, including but not limited to trailers, mobile homes, motor homes, basements, tents, shacks, garages and other outbuildings and accessory structures, shall be used on any Lot at any time as a residence, either temporarily or permanently. All garage doors shall be kept closed except as necessary for ingress or egress.

#### Signs

4.09. No signs of any type shall be allowed on any Lot except one sign of not more than five square feet advertising the property for sale or rent. However, Developer, as well as any other person or financial institution engaged in the construction and sale of residences on the Property shall have the right, during the construction and sales period, to construct and maintain signs advertising the construction and sale.

#### Oil Development and Mining Prohibited

4.10. No oil well drilling, development or refining, and no mineral quarrying or mining operations of any kind shall be permitted on any Lot. No oil well, tank, tunnel, mineral excavation or shaft shall be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas or other minerals shall be erected, maintained or permitted on any Lot.

#### Rubbish, Trash and Garbage

4.11. 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 or incineration of trash, garbage, leaves, brush or other debris.

#### Sewage Disposal

4.12. No individual sewage-disposal system shall be permitted on any Lot.

#### Water Supply

4.13. No individual water-supply system shall be permitted on any Lot.

#### Sight Distance at Intersections

4.14. No fence, wall, hedge or shrub planting that obstructs 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 property 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.

#### Animals

4.15. 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 any commercial purpose.

#### Fences, Walls, Hedges and Utility Meters

4.16. No fence, wall, hedge or utility meter shall be placed, or permitted to remain, on any Lot nearer to the street or streets adjoining such Lot than is permitted for the main residence on such Lot, except for decorative subdivision entry fences. All fences shall be wrought iron or wood construction materials. Such fences shall not be of such height in excess of six (6) feet. No chain link or barbed wire fences will be permitted.

#### Vehicles, Boats and Trailers

4.17. No truck or bus (except a passenger van for personal use) or trailer shall be left parked in the street in front of any Lot, except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity. No truck or bus (except a passenger van for personal use) or boat or trailer shall be parked on the driveway or any portion of the Lot in such manner as to be visible from the street. No vehicle of a resident shall be parked in the streets. All vehicles except those of guests, shall be parked on the Lot of the owner of the vehicle. No truck larger than a one-ton pickup truck shall be parked on any Lot or street overnight.

No non-motorized vehicle, trailer, boat, marine craft, Hovercraft, aircraft, 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 Subdivision facilities or of a house or building on a Lot.

#### Prohibited Activities

4.18. No professional, business or commercial activity to which the general public is invited shall be conducted on any Lot, whether for profit or not.

#### Poles, Masts and Antennas

4.19. No poles, masts, antennas or satellite dishes of any type, size or height shall be installed on any Lot unless within the envelope of a building approved by the Architectural Control Committee. No pole, mast or antenna shall be visible from any street.

### Water Softeners and Air Conditioning Equipment

4.20. No water softener shall be installed or used that discharges effluent brine into the sewage system. Location, type and screening of water softeners and air conditioning units shall be first approved by the Architectural Control Committee before installation or use.

### Landscaping

4.21. The following minimum landscaping will be required for each Lot after the construction of a residence: (a) front yard shall be fully sodded from the front line of the house to the street; (b) minimum of two (2) trees with 2" caliper in front yard; and (c) a minimum of \$500.00 shall be expended for landscaping the front yard.

## ARTICLE FIVE. EASEMENTS

### Reservation of Easements

5.01. All easements and all alleys for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. No shrubbery, fence or other obstruction shall be placed in any easement or alleyway. Right of use for ingress and egress shall be available at all times over any dedicated easement or alleyway for purposes of installing, operating, maintaining, repairing or removing any utility or any obstruction placed in such easement or alleyway that would interfere with the installation, maintenance, operation or removal of such utility.

### Underground Electrical System

5.02. An underground electricity distribution system shall be installed to serve all Lots in the subdivision. The Owner of each Lot, at the Owner's cost, shall furnish, install and maintain (all in accordance with the requirements of local governmental authorities and the National Electrical Code) an underground service cable and appurtenances from the meter installed on the Lot by the electric company to such point as may be designated by the company on the property line of the Lot. The company furnishing electric service shall make the necessary connection at the property line and at the meter. Each Owner, at the Owner's cost, shall install, furnish and maintain a meter loop (in accordance with then-current standards and specifications of the electric company) for the residence constructed on the Lot. For as long as underground service is maintained, the

electric service to each Lot shall be uniform in character and exclusively of the type known as single-phase 120/240 volt, 3-wire, 60-cycle alternating current.

## ARTICLE SIX. ASSOCIATION

### Creation

6.01. Each Owner of a Lot, including Developer, shall automatically be a member of the Association. Association membership shall be appurtenant to ownership of a Lot. Ownership of a Lot is the sole criterion for membership in the Association. The Association is an existing Texas corporation: Association of Tiffany Park Homeowners.

### Transfer of Membership

6.02. Association membership shall be transferred to the grantee of a conveyance of a Lot in fee. Membership shall not be assigned, pledged or transferred in any other way. Any attempt to make a prohibited transfer shall be void.

### Management of Association

6.03. The Association shall be managed by its officers and Board of Directors as described in the bylaws of said corporation.

### Membership Voting, Elections and Meetings

6.04. Each Lot shall have one vote. Voting, elections and meetings shall be as described in the corporation's bylaws.

### Duties and Powers

6.05. The Association shall have the following powers and duties:

- (a) To adopt rules and regulations to implement this Declaration and the Association's bylaws.
- (b) To enforce this Declaration, the bylaws, its rules and regulations.
- (c) To elect officers of the Board and select members of the Architectural Control Committee when that power devolves to the Board.

- (d) To delegate its powers to committees, officers or employees.
- (e) To prepare a balance sheet and operating income statement for the Association and deliver a report to the membership at its annual meeting.
- (f) To establish and collect regular assessments to defray expenses attributable to the Association's duties, to be levied against each Owner, including Developer.
- (g) To establish and collect special assessments for capital improvements or other purposes.
- (h) To file liens against owners because of nonpayment of assessments duly levied and to foreclose on those liens.
- (i) To receive complaints regarding violations of this Declaration, the bylaws, or the rules and regulations.
- (j) To hold hearings to determine whether to discipline Owners who violate this Declaration, the bylaws or the rules and regulations.
- (k) To give reasonable notice to all Owners of all annual meetings of the membership and all discipline hearings:
- (l) To hold regular meetings of the Board at least quarterly.
- (m) To manage and maintain all of the Common Area in a state of high quality and in good repair.
- (n) To pay taxes and assessments that are or could become a lien on the Common Area.
- (o) To pay the costs of any liability insurance and fire insurance on the Common Area and any liability insurance for members of the Board.

## ARTICLE SEVEN. COVENANT FOR MAINTENANCE ASSESSMENTS

### Creation of Lien and Personal Obligation Assessments

7.01. Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the

Association: (1) monthly assessments or charges (payable annually) for the improvement and maintenance of the Common Area; (2) special assessments for capital improvements and unanticipated maintenance requirements, such assessments to be established and collected as hereinafter provided; and (3) any assessment against the Owner of a Lot under Article 3 for maintenance. The monthly and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, also shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

#### Purpose of Assessments

7.02. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property and for the improvement and maintenance of any Common Area.

In the event that the need for maintenance or repair is caused through the willful or negligent action of an Owner, Owner's family or guests or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

#### Maximum Monthly Assessment

7.03. Maximum monthly assessments are as follow:

- (a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly assessment shall be TWENTY-FIVE AND NO/100 DOLLARS (\$25.00) per Lot.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly assessment may be increased each year not more than ten (10.0) percent above the maximum assessments for the previous year without a vote of the membership of the Association.
- (c) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly assessment may be increased above ten (10.0) percent by a vote of two-thirds (2/3) of members

of the Association who are voting in person or by proxy at a meeting duly called for this purpose.

- (d) If the maintenance charge and assessment is not increased to the maximum allowed hereunder for any year, then in any subsequent year the maintenance charge and assessment may be increased to the maximum allowable for such subsequent year as if the maintenance charge and assessment had been increased to the maximum allowable for each and every year.
- (e) The Board of Directors may fix the monthly assessment at an amount not in excess of the maximum.

**Special Assessments for Capital Improvements and Unanticipated Maintenance Requirements**

7.04. In addition to the monthly assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto and for the purpose of defraying unanticipated and unusual maintenance expenses, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

**Notice and Quorum for Any Action Authorized under Sections 7.03 and 7.04**

7.05. Written notice of any meeting called for the purpose of taking any action authorized under Sections 7.03 and 7.04 shall be sent to all members of the Association not less than 30 days nor more than 45 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60.0) percent of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

**Unimproved Lots Owned by Declarant or Builders**

7.06. Declarant and builders shall pay fifty (50.0) percent of the then-existing full maintenance charge and assessment for each Lot owned by them unless and until a residential structure has been built thereon and is occupied, in whole or part, whether by tenants or homeowners. Thereafter, commencing on the first day of the next succeeding calendar month, the full maintenance charge then assessed shall become applicable. It shall be the duty of each builder to notify the Association at the time a residence has been permitted to be occupied. The term "builder" for the purposes of this Declaration is defined as any person, firm, corporation or other entity who is engaged in the business of building residential structures for sale, and not for the builder's personal use or occupancy.

**Unimproved Lots Owned by Owners Other than Declarant and Builders**

7.07. Owners of the unimproved Lots other than Declarant and builders shall pay one hundred (100.0) percent of the then-existing full maintenance charge assessment for each Lot owned by them.

**Maintenance Charge**

7.08. The assessments provided for herein shall commence as to each Lot on the date fixed by the Board of Directors of the Association to be the "date of commencement" for such lots or upon the conveyance of the Lot to an Owner, whichever is first. The first assessment shall be made for the balance of the calendar year in which it is made and shall be payable on the date of the commencement above defined. The assessments for each calendar year after the first year shall be due and payable annually to the Association in advance, on or before January 1 of each such subsequent year; provided, however, that upon the purchase of his Lot (as evidenced by the date of his deed), each member of the Association shall be obligated to pay to the Association a pro rata part of the applicable percentage (as determined pursuant to the terms hereof) of the regular maintenance charge assessed on such Lot.

**Effect of Nonpayment of Assessments: Remedies of the Association**

7.09. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen (18.0) percent per annum. The Association may bring an action of law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

**Subordination of the Lien to Mortgages**

7.10. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**Exempt Property**

7.11. All properties dedicated to and accepted by a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

**ARTICLE EIGHT. GENERAL PROVISIONS**

**Enforcement**

8.01. The Developer or any Owner or the Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions and reservations imposed by this Declaration. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound.

**Severability**

8.02. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

**Covenants Running with the Land**

8.03. These easements, restrictions, covenants and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the real property and shall be binding on all parties having any right, title or interest in the Property in whole or in part, and their heirs, successors

and assigns. These easements, covenants, conditions and restrictions shall be for the benefit of the Property, each Lot and each Lot Owner.

**Duration and Amendment**

8.04. The covenants, conditions and restrictions of this Declaration shall be effective for a term of 20 years from the date this Declaration is recorded, after which period the covenants, conditions and restrictions shall be automatically extended for successive periods of 10 years subject to termination by an instrument signed by more than 50 percent of the Owners. The covenants, conditions and restrictions of this Declaration may be amended by an instrument signed by more than 75 percent of the Owners. Neither any amendment nor any termination shall be effective until recorded in the Official Public Records of Brazos County, Texas, and all requisite governmental approvals, if any, have been obtained.

**Attorneys' Fees**

8.05. 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.

**Liberal Interpretation**

8.06. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration of Covenants, Conditions and Restrictions and Ratification by Lienholder to be effective as of the date of the last acknowledgment for the parties hereto.

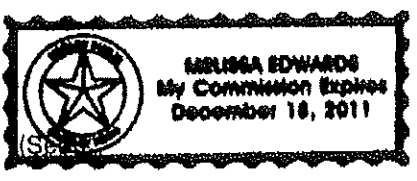
**SCHIEFFER DEVELOPMENT COMPANY**

  
\_\_\_\_\_  
**DEAN SCHIEFFER, President**



STATE OF TEXAS §  
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 22 day of August 2008 by NEAL A. BRIERS as Area Manager of CITIBANK TEXAS, N.A., on behalf of said corporation.

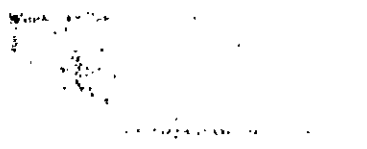


*Melissa Edwards*  
Notary Public, State of Texas  
Commission expires: \_\_\_\_\_  
Notary name printed: \_\_\_\_\_

\*\*\*\*\*

Prepared in the Law Office of:  
  
HUGH W. LINDSAY  
412 Tarrow Street  
College Station, Texas 77840

After recording, please return to:  
  
Same



HONORABLE KAREN MCQUEEN, COUNTY CLERK  
BRAZOS COUNTY

As stamped hereon by me -  
Aug 22, 2008

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 Official Public records of:

Victoria Elliott  
897

Document Number: 01008283  
Amount 83.00  
Receipt Number - 348743

Filed for Record in:  
BRAZOS COUNTY  
On: Aug 22, 2008 at 01:16P  
As a  
Recording