

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF EDELWEISS GARTENS, PHASE TWELVE**

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

WHEREAS, Edelweiss Garten Venture, a Texas General Partnership (hereinafter sometimes referred to as "Developer" or "Venture"), is the owner of that certain tract or parcel of real property lying and being situated in the City of College Station, Brazos County, Texas, consisting of 8.191 acres of land, more or less, which is more fully described below and incorporated herein by reference for all purposes (the "Property"), a plat of which is recorded in Volume 7780, Page 177, Official Records of Brazos County, Texas; and

WHEREAS, said 8.191 acre tract is fully described as follows:

Being all that certain tract or parcel of land lying and being situated in the ROBERT STEVENSON SURVEY, Abstract No. 54 in College Station, Brazos County, Texas and being a portion of the 65.369 acre tract described in the deed from W. Barton Munro, Trustee and John Lampo, Trustee to Edelweiss Gartens Venture recorded in Volume 5327, Page 118 of the Official Records of Brazos County, Texas (O.R.B.C) and being more particularly described by metes and bounds as follows:

BEGINNING: at a found iron rod with a 2" aluminum cap stamped "TxDOT ROW MARKER" in the northeast right-of-way line of State Highway No. 40, said iron rod marking the west corner of the said 65.369 acre tract and the south corner of EDELWEISS GARTENS, PHASE FOUR as recorded in Volume 5199, Page 287 (O.R.B.C.), from whence City Monument No. 132 bears N 52° 33' 19" W at a distance of 942.34 feet for reference;

THENCE: N 41° 49' 45" E along the southeast line of said EDELWEISS GARTENS, PHASE FOUR, at a distance of 130.03 feet pass the east corner of Lot 31, Block 9 of said PHASE FOUR, at a distance of 302.58 feet pass the south corner of EDELWEISS GARTENS, PHASE FIVE as recorded in Volume 5824, Page 94 (O.R.B.C.), continue for a total distance of 524.15 feet for corner, said corner also marking the west corner of EDELWEISS GARTENS, PHASE NINE as recorded in Volume 7129, Page 279 (O.R.B.C.);

THENCE: S 48° 18' 33" E along the southwest line of said PHASE NINE, at a distance of 18.75 feet pass a found 1/2-inch iron rod marking the west corner of Lot 9, Block 27 of said PHASE NINE, at a distance of 629.36' pass a found 1/2-inch iron rod marking the south corner of said PHASE NINE, continue for a total distance of 689.36 feet to a 1/2-inch iron rod set for corner;

THENCE: S 41° 41' 27" W for a distance of 510.07 feet to a 1/2-inch iron rod set for corner, said iron rod being in the beforementioned northeast right-of-way line of State Highway No. 40;

THENCE: N 49° 28' 37" W for a distance of 690.77 feet to the POINT OF BEGINNING and containing 8.191 acres of land, more or less.

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Edelweiss Gartens, a subdivision in College Station, Brazos County, Texas sometimes herein referred to as "Subdivision Declarations" are recorded in Volume 4489, page 104, Official Records of Brazos County, Texas and provide that the authority of said Declaration may be extended to additional lands (Article II 2.02); and

WHEREAS, Developer desires to set forth more detailed protective covenants, conditions, restrictions and charges for Edelweiss Gartens, Phase Twelve, in addition to and supplemental to those imposed by said general covenants, conditions, restrictions and charges and also running with the land;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that said Edelweiss Gartens, Phase Twelve shall also be subject to the following:

ARTICLE I DEFINITIONS

1.1 "Association" shall mean and refer to Oldenburg/Kleine Duplex Homeowners Association.

1.2 "Subdivision Association" shall mean Edelweiss Gartens Homeowners Association, Inc.

1.3 "Declaration" shall be this instrument (The Declaration for Phase Twelve) as it may be amended from time to time.

1.4 "Subdivision Declaration" shall be the Declaration of Edelweiss Gartens, a subdivision in College Station, Brazos County, Texas, which is filed in Volume 4489, page 104, Official Records of Brazos County, Texas.

1.5 "Committee" shall mean the governing body of the members of the Association.

1.6 "Front yard" shall mean the area of the lot between the fence and the street.

1.7 All other definitions shall be those in Article I of the Subdivision Declaration.

ARTICLE II
RELATION OF DECLARATIONS AND ASSOCIATIONS

2.1 Association and Declaration, are, and shall be, subordinate to Subdivision Association and Subdivision Declaration, which has final authority in all matters in the Subdivision. The organizations, rules and regulations promulgated in the Subdivision Declaration must be followed unless there is an exception stated in this instrument.

2.2 The Association shall consist of a Committee of three (3) owners of lots in Phase Twelve.

2.3 The Association shall also appoint a Committee member to be a member of the Board of Directors of Subdivision Association. A majority of the Committee members shall be a quorum.

2.4 The Committee shall follow the Bylaws of the Edelweiss Garten Homeowners Association, and shall be governed by Articles III, IV, V and VI of said Subdivision Declaration, where possible.

2.5 Assessment Funds received by the Association over and above the Assessment funds for the Subdivision Association, shall be deposited in a separate account, but will be monitored by the Subdivision Association.

ARTICLE III
RESIDENTIAL RESTRICTIONS

3.1 Residential Use. All Lots shall be improved and used solely for duplex residential purposes and shall include fencing and such other Improvements as are necessary or customarily incident to residential use. No Owner shall occupy or use his Lot or any Improvements constructed thereon, or permit the same part thereof to be occupied or used for any purposes, including but not limited to religious and/or daycare facilities, other than as a private residence for the Owner, his family, guests, and or, Tenants having written leases. All Lots within the Property shall be used and improved solely for duplex residential purposes, with no more than one (1) duplex dwelling unit per Lot unless designated otherwise by Developer.

3.2 Building Materials; Dwelling Size. All dwellings shall be constructed of, as a minimum, recognized standard construction quality, and all exteriors (exclusive of doors, windows and similar openings) shall be constructed of at least seventy-five percent (75%) masonry or other material specifically approved in writing by the Architectural Committee. Masonry includes ceramic tile, brick, rock and all other materials commonly referred to in the College Station, Texas area as masonry.

3.3 Roofing Materials. The surface of all roofs or principal and secondary structures shall be, tile shakes or laminated shingles of 240 pounds per square or greater, sometimes referred to as "architectural" or "dimensional", but 3- tab shingles are not

allowed. The Architectural Committee shall have authority to approve other roof treatments and materials when in its determination such treatments and materials in the form utilized will not be a detriment to the quality of the neighborhood.

3.4 Roof Pitch. The minimum roof pitch shall be eight in twelve (8:12) for front gables or roof sides visible from the front street.

3.5 Landscaping. In addition to the requirements of Article III, 3.28 of the Subdivision Declaration referenced above, each house must have a minimum of two (2) canopy trees totaling five (5) inches of caliper in the front yard. Shrubbery will be planted across the front of the foundation of the house.

3.6 Fencing. Each house must have a wooden cedar plank fence six (6) feet tall enclosing the backyard concurrent with the rear and side boundary lines and connected to each side of the house with a wooden gate in each side. Where not permitted by city easements, common lot boundary lines may attach planks on both sides of the posts.

3.7 Satellite Dish. In addition to the provisions of Article II, 3.02 of the Subdivision Declaration, satellite dishes in excess of twenty-four (24") inches are prohibited.

Dishes are not to be mounted in the front or sides closer than 1/3 distance from the back corner.

3.8 Lease Requirements. In the event a house is rented, the Owner, manager, or other lessor, is responsible for including the contents of Sections 4.1 (a) and (b) and 4.2 below, in the lease document, and emphasize the content of said sections.

ARTICLE IV MAINTENANCE

4.1 (a) Association Responsibilities. The Association shall provide exterior maintenance upon the Property which is subject to assessment hereunder, in any Common Area. Such exterior maintenance shall not include roof, walls, glass surfaces, enclosed patio areas, window and door fixtures and hardware, air conditioning equipment. The Association shall be responsible for the landscaping and maintenance of grass, trees, and shrubs in the front (not to include the fenced back yard) of any Lot and parking areas located on the Real Property. The Association or its duly authorized agent will be responsible for the water for landscaping in any Common Area. The Owner of a Lot will be responsible for all other utilities (e.g., electrical, water, sewer, cable, garbage, etc.).

4.1 (b) The Association shall be responsible for maintenance, care and cleanliness of the area between the fence and the curb on Eagle Avenue adjacent to Lot 1, Block 26, and Lots 10, 9, and 8, Block 24, Phase 12, Edelweiss Gartens Subdivision. The 10 feet wide City required landscape buffers between Edelweiss Phases Twelve and Nine, and all

of the Private Access Easements (which include the parking areas) shall also be Association responsibility.

4.2 Owner Responsibility. In the event the need for maintenance or repair of the Common Area or the improvement thereon for which the Association is responsible is caused through the willful or negligent acts of its Owner, or through the willful or negligent acts of the family, guests or tenants of the Owner, the cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject. Notwithstanding anything contained herein, Owner's liability for maintenance and repair is limited to that liability Owner would have under Texas law.

4.3 (a) Authority of Association. In the event an Owner is responsible for certain exterior maintenance, as set forth in Article V of Subdivision Declaration and , and such Owner shall fail to maintain the premises and improvements in a manner satisfactory to the Committee Members of the Association by two-thirds (2/3) vote of the Committee, the Association shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore said Lot and improvements, including exterior pest control (e.g., termites) for said Lot and adjoining Duplexes as determined to be necessary. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

4.4 Street Parking and Storage Area Restrictions. There shall be no more vehicles parking at each duplex than there are bedrooms in that duplex. There shall be no parking overnight other than in the spaces designed for parking. There shall be no parking of boats, trailers, campers, unused or inoperable automobiles or any other items which the Association deems unsightly or inappropriate.

In all other respects, this Declaration ratifies, confirms and incorporates by reference, all of the provisions of the Declaration filed for record in Volume 4489, Page 104, Official Records of Brazos County, Texas.

809 IN WITNESS WHEREOF, Developer has executed this Declaration as of the day of February, 2007.

EDELWEISS GARTEN VENTURE,
a Texas Joint Venture

By: J. Stephen Arden

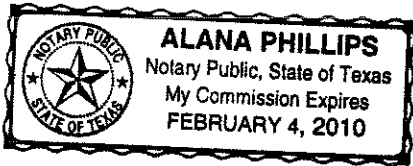
J. Stephen Arden, Managing Partner

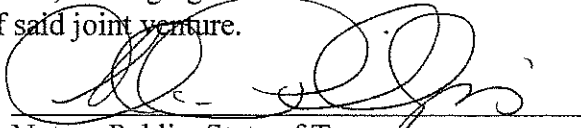
THE STATE OF TEXAS

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COUNTY OF BRAZOS

This instrument was acknowledged before me on this the 8th day of February, 2007, by J. Stephen Arden, Managing Partner of Edelweiss Garten Venture, a Texas Joint Venture, on behalf of said joint venture.





Notary Public, State of Texas
My Commission Expires: _____