

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

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 _____ acres of land, more or less, which is more fully described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Property"), a plat of which is recorded in Volume _____, Page _____, Official Records of Brazos County, Texas; and

WHEREAS, said _____ acre tract is composed from parts of several tracts as follows:

(Description of acreage)

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 Nine, 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 Nine shall also be subject to the following:

ARTICLE I
RESIDENTIAL RESTRICTIONS

1.01 Residential Use. All Lots shall be improved and used solely for single family residential purposes and shall include a garage, 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 tenants (No more than 3 adult tenants). All Lots within the Property shall be used and improved solely for single family residential purposes, with no more than one (1) attached residential dwelling unit per Lot unless designated otherwise by Developer. Anything herein to the contrary notwithstanding, any Lot may be used or improved for greenbelt, open space and/or drainfield purposes.

For purposes of these Restrictions, the word "Family" in the term "Single Family Residential Purposes" shall mean the Owner or Owners of record, and persons related to such Owner or Owners within the first degree of relationship.

1.02 Building Materials; Dwelling Size. All single family 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. Unless an exception is granted by the Architectural Committee, all single family dwellings shall contain no less than 1,500 minimum square footage of enclosed living space as set forth below, exclusive of porches (open or covered), decks, garages, and carports. Each residence shall include an enclosed attached or detached garage.

(Description of Lots – square feet)

1.03 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.

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

1.05 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 yard. At least one of said trees

must be in the front yard. Shrubbery will be planted across the front of the foundation of the house.

1.06 Fencing. Each house must have a six (6) feet tall wooden cedar plank fence enclosing the backyard concurrent with the rear and side boundary lines and connected to each side of the house with a wooden gate in at least one side.

1.07 Satellite Dish. In addition to the provisions of Article II, 3.02 of the Subdivision Declaration, satellite dishes in excess of eighteen (24") inches are prohibited. Dishes are not to be mounted in the front or sides closer than 1/3 distance from the back corner.

1.08 Mobile Homes, Travel Trailers and Recreational Vehicles. No mobile homes may be parked or placed on any Lot or used as a residence, either temporary or permanent, at any time, and no motor homes, travel trailers or recreational vehicles may be parked on or near any Lot so as to be visible from adjoining property or from public or private thoroughfares at any time.

1.09 Unightly Articles; Vehicles. No article deemed to be unsightly by the Architectural Control Committee will be permitted to remain on any Lot so as to be visible from adjoining property or from public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks greater than 1 ton, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, all-terrain vehicles and garden maintenance equipment must be kept out of sight at all times except when in actual use, in enclosed structures or screened from view and no repair or maintenance work may be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. No Owner or Resident may keep more than two (2) automobiles in such manner as to be visible from any other portion of the Property for any period in excess of seventy-two (72) hours. All automobiles, unless in enclosed structures, must be parked entirely on the driveway associated with the Lot and no automobile may be parked on any other portion of the Lot.

Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics must be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash may be kept, stored, or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view. No: (i) racing vehicles; or (ii) other vehicles (including, without limitation, motorcycles or motor scooters) which are inoperable or do not have a current license tag will be permitted to remain visible on any Lot or to be parked on any roadway within or adjacent to the Property.

Add in the above: Trash containers must be stored out of view except on the collection day designated by the City.

Parking of any commercial vehicles or equipment, mobile homes, recreational vehicles, boats and other watercraft, trailers, stored vehicles or inoperable vehicles in places other than enclosed garages is prohibited; provided, construction, service and delivery vehicles may be exempt from this provision for such period of time as is reasonably necessary to provide service or to make delivery to a residence.

Violation of the provisions of 1.08 and 1.09 will subject the vehicle to being towed away at the owner's expense.

1.10 omit

1.11 Lease Requirements. In the event a house is rented, the Owner, manager, or other less or, is responsible for including the contents of Sections 1.08, 1.09 and 1.10 above in the lease document, and emphasize the content of said sections.

1.12 Garage Conversion. No garage, or a portion thereof, may be converted into enclosed living space unless an alternative garage, at least that size, replaces it and the Architectural Committee approves it prior to construction.

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.

IN WITNESS WHEREOF, Developer has executed this Declaration as of the _____ day of _____,2006.

EDELWEISS GARTEN VENTURE,
a Texas Joint Venture

By: _____
J. Stephen Arden, Managing Partner

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on this the _____ day of October, 2005, 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: _____