

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF EDELWEISS ESTATES, PHASE 13

THE STATE OF TEXAS

THE COUNTY OF BRAZOS

WHEREAS, Begonia Corporation, Inc., a Texas Corporation, hereinafter sometimes referred to as "Developer," 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 6.125 acres of land, more or less, according to the plat filed for record in Volume 3181, Page 85, of the Official Records of Brazos County, Texas, filed on the 7th day of July, 1998 (the "Property"); and

WHEREAS, said 6.125 acre tract is a part of the 292.13 acre tract described in the Declaration of Covenants, Conditions and Restrictions for Edelweiss Estates and Rock Prairie Estates dated the 17th day of June, 1993, and recorded in Volume 1827, Page 313, Official Records of Brazos County, Texas, to which record reference is here made for all purposes, and the provisions which are hereby adopted as if fully incorporated herein; and

WHEREAS, Developer desires to set forth more detailed protective covenants, conditions, restrictions and charges for Edelweiss Estates Phase 13, 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 Estates, Phase 13 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, and such other Improvements as are necessary or customarily incident to residential use. No owner shall occupy or use a Lot or any Improvements constructed thereon, or permit the same part thereof to be occupied or used for any purpose, including but not limited to religious and/or daycare facilities, other than as a private residence for the Owner, his/or her family, guests and tenant. All Lots within the Property shall be used and improved solely for single family residential dwelling 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.

1.02 Building Materials: Dwelling Size. All single family dwellings shall be constructed of, (as a minimum) materials of 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 not less than two thousand (2000) square feet of enclosed living space, exclusive of porches (open or covered), decks, garages, and carports. Each residence shall include an enclosed, attached or detached garage or other structure sufficient to meet the requirements of Section 3.22 of the Declaration recorded in Volume 1827, Page 313, Official Records of Brazos County, Texas.

1.03 Assessments. The provisions set forth in Article VII, 7.01 of the Declaration recorded in Volume 1827, Page 313 of the official Records of Brazos County, Texas, are hereby amended for this phase 13 to include a new paragraph (D) to read as follows:

“The assessment fees required on each Lot in this Article will be suspended for a period of time beginning the date of the Deed from the Developer and either (1) twelve (12) months, or (2) the date of a deed (or a release or transfer of mechanic’s lien) out of the Grantee in the Developer’s deed, whichever is the shorter time period.”

1.04 Special Assessments

- a. Phase 13 has special amenities which will require a modest special assessment for each lot in addition to the assessment paid by all Edelweiss Estates lot owners. The amenities are the island within the cul-de-sac and the entrance corners located within lots 1 and 20, and are Common Areas as defined in the Declaration for Edelweiss Estates Subdivision. The easement around the perimeter of Phase 13 adjacent to Edelweiss Avenue and Rock Prairie Road shall be maintained by the Homeowners Association of Edelweiss Estates Subdivision.
- b. Being part of Edelweiss Estates, this Phase 13 derives its powers and authority by and through the Declaration Recorded in Volume 1827, Page 315 of the Official Records of Brazos County, Texas, thus having equivalent powers of enforcement, but only within the phase.
- c. Said assessment shall be utilized solely for the maintenance and beautification of these three locations and shall be governed by the affirmative vote of a majority of lot owners within Phase 13, each lot having one (1) vote.
- d. Enforcement of payment of maintenance fees for Phase 13 shall be handled procedurally through the Subdivision Homeowners Association, but at no cost to said Association.
- e. The dues from Phase 13 will be deposited into the Subdivision bank accounts, but will be accounted for independently and will only be available for expenditures in

the Common areas named in the second sentence of paragraph a above.

1.05 Those homes having zero lot lines, as defined by the City of College Station, shall have gutters on the zero lot line side of the house, and shall have an easement (for maintenance purposes only) across the adjoining lot, four (4) feet in width and adjacent to the common property line.

ARTICLE II
AMENDED RESTRICTIONS

2.01 Fences. The provisions set forth in Article III, 3.24(B) of the Declaration recoded in Volume 1827, Page 315, of the Official Records of Brazos County, Texas, are hereby amended for this Phase 13, whereby Owners are not required to build fences. If fences are built, they will comply with the provisions of said Article III, 3.24, except they need not be built within (1) year of completion of the home, and they must be brick and/or wrought iron.

In all other respects, this Declaration ratifies, confirms and incorporates by reference, all of the provision of the Declaration recoded in Volume 1827, Page 313, of the Official Records of Brazos County, Texas.

IN WITNESS WHEREOF, Developer has executed this Declaration as of this 20th day of July, 1998.

BEGONIA CORPORATION, INC.

By: James O. Crowell
Name: James O. Crowell
Title: President

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this the 20th day of July, 1998 by James O. Crowell. President of Begonia Corporation Inc., a Texas corporation on, on behalf of said corporation.

Jacqueline Moore
Notary Public, State of Texas