

INTRODUCTION & HIGHLIGHTS TO ESTATES AT ASTORIA

CONDITIONS, COVENANTS AND RESTRICTIONS

The following narrative highlights and briefly summarizes information contained in the Declaration of Covenants, Conditions and Restrictions for Estates at Astoria. In the event of any inconsistency between this Introduction and the provisions within the Declaration, the Declaration shall govern.

1. Intent. The development concept and intent for Estates at Astoria is to create an attractive, architecturally controlled single-family residential ranchette community in a desirable location immediately north of Round Top, Texas.
2. Developer/Declarant. The Developer/Declarant of Estates at Astoria is Rocky Creek Estates, LLC. The mailing address is 1906 Avenue D, Suite 200, Katy, TX 77493.
3. Estates at Astoria Community Association. Astoria Community Association, Inc. is a not-for-profit Texas Corporation, established to direct the maintenance and operation of Estates at Astoria.
4. Additional Property. The total number of residential single-family lots within Estates at Astoria is 22; however, at some future date additional land for residential single-family lots may be added by the Developer.
5. Unit Ownership. The purchase of a lot at Estates at Astoria includes the platted lot and an undivided interest in the Common Areas. Only one residence is allowed per lot, excluding one guest house and/or one domestic quarters. Lots cannot be subdivided.
6. Common Areas. All areas outside of the platted lots are Common Areas (Tract A) and will be maintained by Astoria Community Association, Inc. The Common Area maintenance specifically includes all landscape materials, storm water collection and related piping and inlets within Tract A. The primary streets within Estates at Astoria will be maintained by Fayette County.
7. Percentage Unit Ownership. Each lot owner of the 22 residential lots shares an undivided interest in all Common Areas (Tract A), and each of the 22 lot owners will be equally responsible for the costs associated with maintaining the Common Areas and funding the Association.
8. Association Fees. Annual association fees will include Common Area liability insurance, management, landscaping within Tract A, and all components of the storm water management system within Tract A. Real estate taxes (if any) for the Common Areas (Tract A) will be divided equally between all residential lots.
10. Developer Control. Developer turnover will occur no later than sixty days after one hundred percent (100%) of total number of lots have been conveyed.
11. Board of Directors. After Developer turnover, the Board of Directors for Estates at Astoria will be elected by the collective lot owners. Developer will retain one vote for each unsold lot should turnover occur earlier than one hundred percent (100%) of lot sales.
12. Architectural Control Committee. After Developer turnover, the Board of Directors shall appoint an Architectural Control Committee to oversee and approve all house designs and/or structural modifications or additions to houses, proposed exterior color changes and/or proposed changes to the Common Areas. No additions, changes or painting shall occur without the express approval of the Architectural Control Committee.
13. Septic Systems. Public sanitary sewer service is not available, and each lot owner will be required to install their own septic system in accordance with all governmental regulations.

14. Water. Domestic water service is available through West End Water Supply Company, and the water line connection and meter pit will be available to each lot.
15. House Design. Houses and outbuildings must be compatible with local/indigenous architectural character, and exterior materials shall be limited to wood siding (including Hardi-Board or equivalent), brick, stone and/or stucco. During Developer control period, the lot development plan and all house and outbuilding designs must be approved in writing by Developer before any construction activities can begin.
16. House Sizes. The minimum size for residential units is 2,500 square feet on the first level, excluding garages and unheated spaces.
17. Garages. Garages must be side, or rear loaded and are not allowed to face the public roadway.
18. Time for Building Commencement and Completion. Lot purchasers will have one year to submit their design to the Developer and/or Architectural Control Committee for approval. Once design is approved, lot owner will have six months to commence construction and eighteen months to complete construction. Allowances for weather and/or labor and supply issues will be granted, however if no substantial effort is made to complete the house, Developer has the right to repurchase the lot at the original purchase price, less real estate commissions.
19. Site Lighting. In lieu of streetlights, each lot owner will be required to provide landscape lighting adjacent to their individual driveway entrance that illuminates the address sign for the respective residential lot. The light fixtures must be wired to a photocell that causes the lights to burn continuously during hours of darkness, and lighting must not be placed in a manner that creates light pollution upward toward the sky.
20. Residential Lighting. All exterior lighting, whether on the house or in the yard must be placed in a manner that prevents any light pollution (upward) toward the sky, or in the direction of the street and other homesites.
21. Initial Capital Payment. Concurrent with lot purchase, each buyer will be required to pay a \$1,000 initial capital payment to Astoria Community Association, Inc. These funds will be used by the Association for operating costs and non-construction related common area maintenance and repairs.
22. Transfer Fees. Upon resale of a lot or home at Estates at Astoria, a Transfer Fee in the amount of \$500 must be paid to the Association for ongoing operating costs and common area maintenance. Builders who purchase a lot (or lots) for speculative building and resale are exempted from paying the Transfer Fee.
23. Fencing. Wood fencing extending from property corner to property corner along the roadway frontage either has or will be installed by the Developer. The Association will be responsible for maintenance, repairs, and replacement of all roadway fencing. Fencing between lots is not required, however, if desired, fencing (at a minimum) must match the roadway fencing and extend from the roadway fencing to a line corresponding with the front face of the primary residence.
24. Rentals. Homeowners will NOT be allowed to purchase lot(s) for timeshare purposes, or rent their homes for a Bed and Breakfast, Airbnb, VRBO, etc.
25. Vehicles and Equipment. All vehicles and equipment must be stored in a garage or barn, and not visible to the streets or other residences.

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