

Taylor County, Texas  
Larry G. Bevill  
County Clerk  
Abilene, Texas 79602  
(325) 674-1202

**ELECTRONICALLY RECORDED**

Instrument Number: 202001297

Requesting Party: First Texas Title Company

Recorded On: 1/24/2020 11:10:13 AM

Parties: AJWO INC A TEXAS CORPORATION

To: SANDSTONE HOMEOWNERS ASSOCIATION

Comment: BYLAWS

Billable Pages: 5

Number of Pages: 6

(Parties listed above are for Clerks reference only)

**\*\*Examined and Charged as Follows\*\***

Total Recording \$42.00

**THIS IS NOT A BILL**

\*\*\*\*\*DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT\*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
Because of color or race is invalid and unenforceable under federal law

File Information:

Document Number: 202001297

Receipt Number: 28087

Recorded Date/Time: 1/24/2020 11:10:13 AM

Record and Return To:

ERecording - Simplifile

User/Station: Carolyn Flores - CASH04



State of Texas  
County of Taylor

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was  
duly RECORDED in the OFFICIAL RECORDS of Taylor County, Texas as stamped hereon.

County Clerk  
Taylor County, Texas

**ARTICLES OF ASSOCIATION  
OF  
SANDSTONE HOMEOWNER'S ASSOCIATION**

Date: January 24, 2020

Developer: AJWO, Inc., a Texas corporation

Developer's Address: P.O. Box 396, Tye, Texas, 79563

Association: Sandstone Homeowner's Association, an unincorporated Texas nonprofit association

Association's Address: To be established when the initial board is elected; a management certificate will be recorded in the Official Public Records that specifies the address

**Property:**

All lots in all sections of Sandstone, a private subdivision, being a subdivision of 53.75 acres described in the plats recorded in the following cabinets and slide numbers of the Plat Records, Taylor County, Texas, together with any other plats of the subdivision:

Section One – Plat Cabinet 2, Slide 393-D  
Section Two – Plat Cabinet 4, Slide 146  
Section Three – Plat Cabinet 4, Slide 395  
Replat of Lots 1-3, Block C, Section One – Plat Cabinet 4, Slide 26  
Replat of Lots 2-3, Block B, Section One – Plat Cabinet 4, Slide 332

**Definitions**

“Assessment” means any amount due to the Association by an Owner or levied against an Owner by the Association under these Articles.

“Board” means the Board of Directors of the Association.

“Bylaws” means the Bylaws of the Association adopted at the initial meeting of the Members, as may be amended from time to time.

“Common Area” includes Lot 11, out of Sandstone III, as shown on the plat recorded in Plat Cabinet 4, Slide 395, Plat Records, Taylor County, Texas (the location of the mailboxes), together with all streets within the Subdivision depicted on the Plats, all street signs located within the Subdivision, the entry signs for the subdivision, and any other real or personal property within the Subdivision owned by the Association.

“Easements” means Easements within the Property for streets, utilities, drainage, and other purposes as shown on the Plat or of record.

“Governing Documents” means the Restrictions, these Articles, the Bylaws, and any rules of the Association, as may be amended from time to time.

“Lot” means each tract of land designated as a lot on the Plat.

“Member” means Owner.

“Owner” means every record Owner of a fee interest in a Lot.

“Plat” means the plats for the subdivision referenced in the description of “Property” above, together with any additional plat filed in the plat records of Taylor County, Texas for the subdivision, and any replat of or amendment to any of said plats.

“Private Road Maintenance Agreement” means the Private Road Maintenance Agreement dated August 15, 2011, recorded as Document Number 2011-00011823, Official Public Records, Taylor County, Texas.

“Restrictions” means the restrictions for the subdivision dated August 15, 2011, recorded as Document Number 2011-00011822, Official Public Records, Taylor County, Texas.

“Subdivision” means the Property covered by the Plat and any additional property made subject to these Articles.

### **Purpose of Articles**

#### **A. Maintenance of Roads and Common Areas**

1. Under Paragraph 28 of the Restrictions and in accordance with the Private Road Maintenance Agreement, the responsibility for the maintenance of the roads and other Common Areas in the Subdivision is to be turned over to the Lot Owners once the Developer has sold 80% of the Lots in the Subdivision or on July 1, 2021, whichever comes first. Developer has now sold over 80% of the Lots, and it is therefore time for the Lot Owners to assume responsibility for maintenance of the roads and common areas.

2. Under Paragraph 29 of the Restrictions, it was stated that the Developer would assist the Lot Owners in forming a homeowner’s association. Developer has filed these Articles in fulfillment of that paragraph.

#### **B. Formation of Association**

1. *Establishment and Governance.* The recording of these Articles in the Official Public Records of Taylor County, Texas establishes the Association as an unincorporated nonprofit association that is governed by these Articles and the Bylaws. The Association has the powers of an unincorporated nonprofit association and the property owners association for the Subdivision under the Texas Business Organizations Code, the Texas Property Code, and the

Governing Documents. At the initial meeting of Members, Bylaws shall be adopted to further govern the management of the Association, and the initial Board shall be elected.

2. *Rules.* The Board may adopt rules that do not conflict with law or the other Governing Documents. On request, Owners will be provided a copy of any rules by the Association.

3. *Membership and Voting Rights.* Every Owner is a Member of the Association. Membership is appurtenant to and may not be separated from ownership of a Lot. The Association has only one class of Members, and all Members have one vote per Lot. When more than one person is an Owner, each is a Member, but only one vote may be cast for a Lot.

#### **C. Ownership of Common Areas and Maintenance Funds**

1. *Common Areas.* Along with these Articles, Developer is executing a deed to convey the Common areas to the Association. Going forward, the Association will own and maintain the Common Areas, recognizing that the ownership of the land under the streets in the Subdivision is held by each Lot Owner, and the Association and other Lot Owners own an easement right in the location of the streets depicted on the Plat and in Lot 11, Sandstone III, which is the location of the mailboxes.

2. *Maintenance Fund.* After the election of the initial Board by the Association, the Board shall open one or more bank accounts in the name of the Association to hold all funds of the Association. At the time of the initial Board election, the Developer will transfer to the Board for deposit in the bank account(s) all funds previously paid to Developer by Lot Owners for street maintenance, after the payment by the Developer of any expenses for the establishment of the Association.

#### **D. Maintenance Fund**

1. *Authority.* In accordance with Paragraph 30 of the Restrictions, the Association may levy Assessments to fund the maintenance requirements of the Association.

2. *Regular Assessments.* Regular assessments are to be annually levied by the Board to fund the anticipated operating and maintenance expenses of the Association. The amount of regular assessments may be changed annually by the Board. Written notice of the regular assessment will be sent to every Owner at least thirty days before its effective date. Regular assessments will be collected in the interval (monthly, quarterly, biannually or annually) as determined by the Board on the dates established by the Board.

3. *Special Assessments.* In addition to the regular assessments, the Board may levy special assessments for the purpose of funding the cost of any construction, reconstruction, repair, or replacement of any improvement on the Common Area or for any other purpose benefiting the Subdivision but requiring funds exceeding those available from the regular assessments. Special assessments must be approved by the Members. Written notice of the terms of the special assessment will be sent to every Owner.

4. *Approval of Special Assessments.* Any special assessment must be approved by a two-thirds vote at a meeting of the Members in accordance with the Bylaws.

5. *Fines.* The Board may levy a fine against an Owner for a violation of the Governing Documents as permitted by law.

6. *Delinquent Assessments.* Any assessment not paid within 10 days after it is due is delinquent. The Board may levy a late payment penalty for any delinquent assessment.

#### **E. Remedial Rights**

1. *Costs, Attorney's Fees, and Expenses.* The Owner may be liable to the Association for all costs and reasonable attorney's fees incurred by the Association in collecting delinquent assessments and enforcing the Governing Documents.

2. *Suspension of Voting.* An Owner delinquent in payment of any assessment may not vote.

3. *Damage to Property.* An Owner is liable to the Association for damage to Common Areas caused by the Owner or the Owner's family, guests, agents, independent contractors, and invitees in accordance with law.

#### **F. General Provisions**

1. *Term.* These Articles run with the land and continue in force and effect for so long as the Association has some responsibilities under the Restrictions.

2. *No Waiver.* Failure by the Association or an Owner to enforce any provision of the Governing Documents is not a waiver and does not affect the future validity of that provision or any other provision in the Governing Documents.

3. *Amendment.* These Articles may be amended at any time by a majority vote of the Lot Owners in the Association. An instrument containing the approved amendment will be signed by the Association and recorded.

4. *Conflict.* If there is a conflict between these Articles and the Restrictions, the Restrictions control. If there is a conflict between these Articles and any other of the Governing Documents, these Articles control over the other Governing Documents.

5. *Severability.* If a provision of these Articles is unenforceable for any reason, the unenforceability does not affect any other provision of these Articles, and these Articles are to be construed as if the unenforceable provision is not a part of the Articles.

6. *Notices.* Any notice required or permitted by the Governing Documents must be in writing. To the extent required by law, notices regarding remedial rights must be given by certified mail, return receipt requested. All other notices may be given by regular mail. Notice is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed to a Member, at the Member's last known address according to the Association's records, and the Association, the Board, the Developer, or a managing agent at the Association's principal office or another address designated in a notice to the Members. Unless otherwise required by law or the Governing Documents, actual notice, however delivered, is sufficient.

7. *Limitation of Liability.* To the full extent permitted by Texas law, no Member, Owner, Director, officer, or the Developer of the Association shall be liable to the Association, its Members, Owners or its creditors for an act or omission as a Member, Owner, Director or officer of the Association, except that this Article does not eliminate or limit the liability of a Director or officer to the extent the Director or officer is found liable for (i) a breach of the Director or officer's duty of loyalty to the Association or its Members; (ii) an act or omission not in good faith that constitutes a breach of duty of the Director or officer to the Association or an act or omission that involves intentional misconduct or a knowing violation of the law; or (iii) a transaction from which the Director or officer received an improper benefit whether or not the benefit resulted from an action taken within the scope of the Director or officer's office. Any repeal or amendment of this paragraph shall be prospective only and shall not adversely affect any limitation on the liability of a Director or officer of the Association existing at the time of such repeal or amendment. In addition

to the circumstances in which the Director or officer of the Association is not liable as set forth in the preceding sentences, the Director or officer shall not be liable to the fullest extent permitted by any provision of the statutes of Texas hereafter enacted that further limits the liability of a director or officer of a corporation. The foregoing limitation of liability shall not be deemed exclusive of any other rights or limitations of liability or indemnity to which a Director or officer may be entitled under any other provision of the Governing Documents, contract or agreement, vote of the Board, or otherwise.

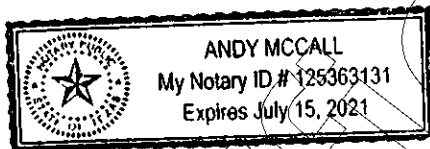
DEVELOPER:

AJWO, Inc., a Texas corporation

By: [Signature]  
Tom Lindley, President

STATE OF TEXAS       }  
COUNTY OF TAYLOR   }

This instrument was acknowledged before me on this the 24<sup>th</sup> day of January, 2020 by Tom Lindley, as President of AJWO, Inc., a Texas corporation, acting on behalf of said corporation.



[Signature]  
Notary Public, State of Texas

**PREPARED IN THE LAW OFFICE OF:**  
Bradshaw, McCall & Westbrook, PLLC  
3417 Curry Lane  
Abilene, Texas 79606

**AFTER RECORDING RETURN TO:**  
First Texas Title Company, LLC  
3417 Curry Lane  
Abilene, Texas 79606