

**RESTRICTIONS**

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**SANDSTONE**  
**(a private subdivision)**

**THE STATE OF TEXAS**

§

**KNOW ALL MEN BY THESE PRESENTS:**

§

**COUNTY OF TAYLOR**

§

**THAT, WHEREAS, AJWO, INC.,** is the Owner/Developer of the following described land situated in Taylor County, Texas:

*SANDSTONE*, a private subdivision, being 53.75 acres out of a 306.26 acre tract, a 12.83 acre tract and a 12.21 acre tract out of Sections 44 and 50, Block 1, S.P.R.R. Company Surveys, Taylor County, Texas, and shown on plat filed in Cabinet 2, Slide 393-D, Plat Records of Taylor County, Texas.

**WHEREAS, AJWO, INC.** hereinafter referred to as "the Developer" has caused the land described above to be surveyed, platted and divided into lots shown on the plat "Sandstone" and the Developer here adopts the following restrictive covenants which shall be applicable to each lot located in said subdivision, to wit:

1. **DESCRIPTION:** Lots located within the subdivision will be conveyed by deeds which describe the land by block letter and lot number, followed by the description set forth above.
2. **SIZE:** No lot shall be further subdivided and separated into smaller lots, and no portion less than all of any such lot shall be conveyed or transferred; provided, however, that this provision shall not prohibit deeds of correction or deeds to resolve boundary lines disputes and similar corrective instruments. Developer may grant exceptions to this restriction under special circumstances, but in no event will any lot be less than one-half acre in size.
3. **ARCHITECTURAL CONTROL:** No building or any other structure or improvement shall be erected, placed or altered on any lot until the plans, specifications, and a site plan showing the structure and improvements have been approved by the Developer. Every house will be required to have a side or rear entry garage. All driveways will be constructed solely of concrete in its entirety. A septic system must be approved by Taylor County Environmental Office. Upon the date that Developer ceases to own a lot in the subdivision, the architectural control provision delegating authority to the Developer will terminate. At that time, the record owners of a majority of the lots in the subdivision shall have the power to establish an architectural control committee to continue the function of the Developer pursuant to this provision of the restrictions. Each lot represents one vote in this process in the formation, membership, and functions to be established pursuant to the creation of an architectural control committee. The architectural control pursuant to this provision as established by any such committee may not alter or make more stringent the

standards established by these Restrictions unless all of the lots in the subdivision elect to alter the architectural provisions of these Restrictions.

4. **BUILDING SET-BACKS:** No building shall be located closer than twenty-five (25') from the front and back lines of any lot and no closer than five feet (5') to any side lot line.

5. **FLOOR SLAB ELEVATION:** The top of the floor slab elevation on residential structures shall be placed at height of no less than eighteen inches above the flood of record elevation. Said elevation to be determined by registered consulting engineers and approved by proper governmental authorities.

6. **BUILDING TYPE:** No building shall be erected, placed or permitted to remain on any tract other than a single-family dwelling and a private garage. Other buildings incidental to tract use may be permitted subject to approval pursuant to paragraph 3, and must be of similar appearance and construction. No house trailer, mobile home, shack or tent shall be permitted as a permanent structure in or on any part of this subdivision. All dwellings will be a minimum of 2,000 square feet of enclosed living area excluding garages. Only new outside construction shall be permitted. No structure shall have tarpaper or roll-brick siding or any similar material on outside walls. All wood which requires stain or paint must be periodically maintained and kept in a sightly condition. All dwellings shall be faced with brick, stone or stucco on a minimum of 100% on front and sides of exterior wall elevations. All fireplaces above the roofline will be faced with brick, stone or stucco. (No masonite)

7. **TEMPORARY STRUCTURES:** No temporary mobile home, house or trailer, shack, tent or other building shall be placed, erected or permitted on any tract. The Developer may grant permission for such temporary buildings for the storage of materials during construction.

8. **SEWAGE:** No cesspool or other individual sewage system shall be installed or used on a lot other than a septic tank or similar improved sanitary method of sewage disposal meeting the requirements of the proper governmental authorities. The drainage of septic tanks into any road, ditch or surface easement, either directly or indirectly, is prohibited. No condition will continue to exist that causes unpleasant noxious odors caused by the neglect or willful action of any owner in this subdivision.

9. **CONSTRUCTION COMPLETION:** With reasonable diligence, and in all events within nine months from commencement of construction (unless completion is prevented by war, strikes, or an Act of God), any dwelling commenced shall be completed as to its exterior.

10. **DRAINAGE AND SOIL COMPACTION:** Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater. All owners are required, at their own expense, to provide a culvert adequate for the flow of drainage at the entrance to their property. Such culvert shall be approved by the Developer. Low water crossings are allowable. Any buyer of a lot in the subdivision must make an independent determination of the soil compaction and suitability for the intended construction. Developer makes no representations as to the suitability of the soil or construction site and is selling the lots "as is".

11. EASEMENTS: Perpetual easements are reserved by Developer on, over and through tracts in this subdivision for the purpose of installing and maintaining utility facilities and services. All easements shown on the recorded plat of the subdivision are adopted as part of these restrictions. In instances where surrounding terrain may necessitate the location of lines outside of the precise areas designated as easement areas access may be had at all reasonable times there for installation or maintenance purposes without the tract owner being entitled to any compensation or redress. A twenty foot easement is specifically retained by the Developer on all front lot boundaries facing roadways for the purpose of installing and maintaining utilities for service to all lots in the subdivision. It is the intent of the Developer not to diminish the view for all land owners. Therefore the use of wrought-iron fences are encouraged but, if requested, the Developer will consider other styles of fencing. Chain-link fences will not be permitted. Fences may be erected or maintained on such easements provided they have at least fifteen-foot wide gates centered on every fence crossing said easement and do not interfere in any way with the use of such easements by the public or private utilities then utilizing or thereafter desiring to utilize same. The rights of owners of such fences shall at all times be subordinate in every way to the rights of public or private utility companies.

12. RESERVATION OF ALL OIL, GAS, AND MINERALS: Developer reserves all of the oil, gas and minerals in, to and under the property.

13. OUTBUILDINGS: Developer must approve all outbuildings in regard to size, design type, materials, and placement on tract. Outbuildings shall be kept in a sightly and wholesome condition at all times.

14. EXCAVATION AND DAMS: No excavations except those necessary for construction of improvements shall be permitted in this subdivision. No earthen tanks or dams shall be constructed without written approval of the Developer.

15. SIGNS: NO signs, billboards, posters or other advertising shall be erected or displayed to the public view on any tract except one professional sign of not more than one square foot or one sign of not more than ten square feet advertising the property for sale or rent or signs not to exceed ten square feet used to advertise the property during construction and sales period. The right is reserved by Developer to construct and maintain billboards or other advertising devices as are customarily connected with the general sale of property.

16. STORAGE: No building material shall be stored upon any tract except during construction and then such material shall be placed within the property lines of the tract which the improvements are to be made. The storage of mobile homes, R.V.'s, or travel trailers will not be permitted in the subdivision. No trucks, boats, or inoperable vehicles shall be stored or kept for the purposes of repair on any tract except in enclosed garages or storage facilities protected from the view of the public or other subdivision residents. No stacking of debris, tools, or unsightly materials in property limits. During construction, the builder will keep all trash and debris in a container that will prevent litter from blowing and unsightly conditions during construction. If the builder does not keep litter and trash contained, the Developer will have site cleaned and will bill

the builder for the cleanup. Lot owners shall not permit toys, bicycles, mowing equipment, appliances or other such personal property to remain in plain sight in the yard around the house.

17. PETS AND OTHER ANIMALS: Dogs, cats and other pets which do not make objectionable noise or constitute a nuisance may be kept. No horses, cattle, cows, swine, sheep, goats, poultry, or livestock of any kind, other than pets of reasonable kind and number ordinarily kept in residential subdivisions, may be kept on any part of the Sandstone Subdivision. No pets may be kept or bred for commercial purposes nor shall they be allowed to run at large within the Sandstone Subdivision.

18. SANITARY CONDITIONS: All tracts of land in this subdivision shall be kept in a sanitary condition. Dumping of garbage or other refuse on any land in this subdivision or adjacent lands owned by the Developer is prohibited. Trash, garbage or other waste shall not be kept except in sanitary containers with lids sufficient to keep out flies.

19. NUISANCES: No obnoxious, illegal or offensive activity or trade shall be carried on upon any tract in this subdivision or in buildings thereon erected which may be or become an annoyance or nuisance to the neighborhood.

20. WATER LINES: A lot owner shall not lay or allow anyone to lay a water line on, over or across such lot which will be used to furnish water for use on land outside Sandstone.

21. UTILITIES: The installation of overhead power lines, telephone lines, communication lines or TV cable lines is strictly prohibited. All utility lines are to be buried except the perimeter of the subdivision. Overhead lines will be allowed at the utility easement bordering the subdivision.

22. WILDLIFE: All wildlife roaming within the subdivision is hereby recognized as property of the others and may not be taken for use as pets or for personal use in anyway, including the care and feeding of wildlife, whether allowed by wild life authorities or not. All hunting for sport or for consumption is prohibited. The discharge of fire arms for any purpose except for personal protection is prohibited.

23. LOT MAINTENANCE: Any lot that has not been built on must be kept in a presentable manner and must be mowed as often as necessary to maintain lot. The owner of each lot shall be responsible for the proper maintenance and upkeep of the lot and improvements at all times. The owner shall keep any weeds neatly mowed and shall not permit the accumulation of trash, rubbish, deteriorating improvements or other unsightly articles on the lot or any abutting easement or street. If any lot owner does not comply with these provisions, after written notification, the Developer is authorized to have the lot cleaned and maintained in order to comply with these provisions on behalf of and for the account of the owner of the lot. Developer shall be entitled to reimbursement of the amount of any reasonable expenses so incurred.

24. COVENANT VIOLATION: If any person or owner of a lot shall violate or attempt to violate any of the restrictions or covenants herein set forth, it shall be lawful for any lot owner or owner of an interest in any lot, located within such subdivision to prosecute proceedings at law or in equity against the person or owner violating or attempting to violate and such restriction or covenant,

either to prevent such violation or to correct such violation or for damages or other relief for such violation. Invalidation of any one restriction or covenant by judgment or court order shall not affect any of the covenants or restrictions herein set forth.

25. VARIANCES: Developer may allow reasonable variances and adjustments of these conditions and restrictions in order to overcome practical difficulties in the application of the regulations contained here provided that such is done in conformity to the intent and proposes hereof and provided, also, that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood. Any such variances must be granted in writing by Developer.

26. COVENANTS RUNNING WITH THE LAND: All restrictions, easements, and reservations are for the benefit of this subdivision and shall be binding upon the purchaser, his heirs, successors or assigns. All restrictions, easements and reservations herein provided and adopted shall apply to each tract and shall be deemed covenants running with the land. When such tracts are conveyed they shall be subject to such covenants provided for herein and also such as are shown on the plat of this subdivision as recorded in Taylor County, Texas. When such reservations, easements and restrictions are referred to by reference thereto in any deed or conveyance to any tract in said subdivision they shall be of the same force and effect as if written in full. Each contract, deed or other instrument shall conclusively be held to have been executed, delivered and accepted upon the express reservations, easements, and restrictions as herein stated and set forth.

27. AMENDMENT: Any and all of the covenants contained herein may be annulled, amended or modified at any time after a period of ten years from date hereof by a vote of a majority of the property owners. Each tract in the subdivision shall have one vote whether there be one, two, or multiple owners. All such tract owners shall be given thirty days written notice of any proposed amendment before same is adopted. The person or persons requesting an amendment shall bear all expenses of such amendment.

28. MAINTENANCE OF ROADS AND COMMON AREAS: Developer shall at Developer's expense maintain the roads, entrance markers and other common areas until such time as Developer has sold 80% of the lots or on July 1, 2021, whichever comes first. After the responsibility for maintenance of the roads and other common areas is turned over to the homeowners, each lot owner shall pay a proportionate share of the cost based on the total number of lots in the Development, the amount to be determined by a committee appointed by the homeowners association, and assessed to each lot periodically as determined by the association.

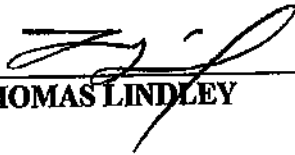
29. HOMEOWNERS ASSOCIATION: When the Developer releases the road and common area maintenance responsibilities to the homeowners, Developer will assist the homeowners in forming a homeowners association to provide a framework for handling the maintenance requirements in the future.

30. MAINTENANCE FUND: As each lot is purchased from Developer, the lot purchaser shall deposit with Developer the sum of \$250 per lot, the same to be held by Developer as a maintenance fund which sum shall be transferred to the homeowner's association when Developer

turns the maintenance responsibilities over to the homeowner's as provided hereinabove. Each lot owner shall then pay \$250 per year to Developer to be added to the fund. Developer shall send a billing statement out on January 1st of each year. After the maintenance responsibilities are turned over to the homeowners association, the amount of the annual maintenance assessment shall be determined by the association.

IN WITNESS WHEREOF, THOMAS LINDLEY, has caused this instrument to be executed this 15 day of August, 2011.

SANDSTONE

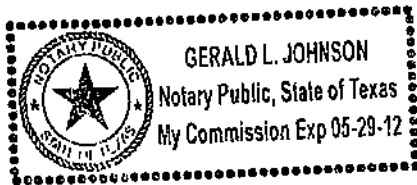
by:   
THOMAS LINDLEY

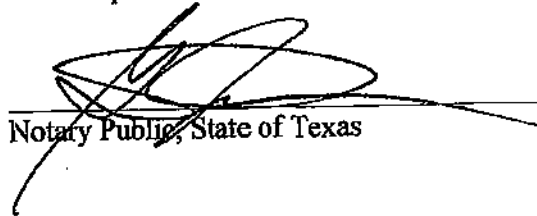
(Corporate Acknowledgment)

STATE OF TEXAS

COUNTY OF TAYLOR

This instrument was acknowledged before me on the 15 day of August, 2011, ~~2009~~ by THOMAS LINDLEY, PRESIDENT of SANDSTONE, a Texas corporation, on behalf of said corporation.



  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

SECURITY TITLE CO.  
4400 Buffalo Gap Rd., #1100  
Abilene, Texas 79606

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



70 2011 00011823

Instrument Number: 2011-00011823

Recorded On: August 17, 2011

As  
Recording Fee

Parties: AJWO INC  
To THE PUBLIC

Billable Pages: 2  
Number of Pages: 3

Comment: PRIVATE ROAD MAINT. AGREE

( Parties listed above are for Clerks reference only )

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

Recording Fee	20.00
Total Recording:	20.00

\*\*\*\*\* 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: 2011-00011823  
Receipt Number: 279359  
Recorded Date/Time: August 17, 2011 12:34:29P  
User / Station: I Vela - Cash Station 4

**Record and Return To:**

SECURITY TITLE CO  
4400 BUFFALO GAP RD  
SUITE 1100  
ABILENE TX 79606



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 charged herein.

*Larry G Beville*  
County Clerk  
Taylor County, Texas

**THIS IS NOT A BILL**

This Agreement shall be binding on the Developer and a lot owner, their heirs, successors and assigns and shall be considered and deemed a covenant running with the land and each lot in the Development is subject to the provisions herein.

AJWO, Inc.

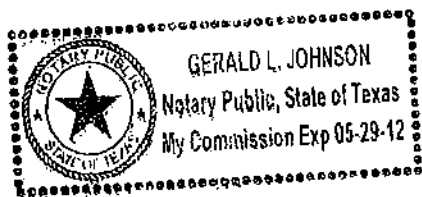
by: *[Signature]*  
THOMAS LINDLEY, President

(Corporate Acknowledgment)

STATE OF TEXAS

COUNTY OF TAYLOR

This instrument was acknowledged before me on the 15 day of AUGUST, 2011, by THOMAS LINDLEY, President of AJWO, Inc., a Texas corporation, on behalf of said corporation.



*[Signature]*  
Notary Public, State of Texas

RETURN TO:  
SECURITY TITLE Co  
4400 BUFFALO GAP Rd. #1100  
ARLINGTON, TX 76006