



## Declaration of Covenants, Conditions, and Restrictions of Blue Sky Estates

This Declaration of Covenants, Conditions, and Restrictions is made on the 22 day of FEBRUARY, 2022 by FM 86 Holdings, LLC (“Declarant”), whose mailing address is 34 Compton Manor Drive, Spring, Texas 77379. Declarant is the owner of all that certain real property (“the Property”) located in Bastrop and Caldwell County, Texas, described as follows:

**Tract being approximately 150.839 acres out of the JJ Ciellan Survey, A-397 & A-75 & IG & N RR Survey, A-155 in Bastrop and Caldwell County, Texas and being more particularly described by metes and bounds in “Exhibit A” attached hereto and made a part hereof for all purposes.**

The Developer has devised a general plan for the entire Property as a whole, with specific provisions for Lots subdivided from the Property. This general plan provides a common scheme of development designed to protect and safeguard the Property and each Lot over a long period. This general plan will benefit the Property in general, Lots that constitute the Property, the Developer (and its successors and assigns) and each Lot Owner. Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Developer desires to restrict the Property according to these covenants, conditions, and restrictions in furtherance of this general development plan.

NOW, THEREFORE, it is declared that all Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions.

### Article I – Definitions

“**Common Area**” means all property within the Subdivision not designated as a Lot on the Property and that has not been accepted for maintenance by the applicable governmental body. Declarant will convey the Common Area to the Blue Sky Estates Property Owners Association, Inc. (“Association”).

“**Developer**” means Declarant and its successors and assigns who acquired and own the entirety of the Property that intend to subdivide it into undeveloped Lots for the purpose of development.

“**Lot(s)**” means the subdivided tracts within the Property identified above, as fully described in the Attached “Exhibit B”.

“**Owner(s)**” means the record owner or owners of the fee simple title to any Lot subdivided from the Property.

“**Subdivision**” means all the Lots created/platted on the Property as approved by Bastrop and Caldwell Counties.

**Article II - Blue Sky Estates Property Owners Association, Inc. ("Association")**

The Developer shall manage the affairs of the Subdivision until at least 80% of the Lots have been sold by the Developer, unless otherwise agreed upon by the Developer. Thereafter, the affairs of the Subdivision will be managed by the Association.

**Organization:** The Association is a non-profit corporation created by Developer for the purposes and charged with the duties and vested with the powers, prescribed by law and set forth in its Articles and Bylaws or in this Declaration. Neither the Articles nor Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

**Membership:** Any person or entity upon becoming an Owner of a Lot shall automatically become a member of the Association. Membership shall be appurtenant to and shall run with the property interest which qualifies the owner thereof for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with the title to such property interest.

**Voting Rights:** The right to cast votes and the number of votes which may be cast for election of members to the Board of Directors (the "Board") of the Association, and on all other matters to be voted on by the members, shall be calculated as follows: 1) the Owner (excluding Developer) of each Lot shall have one (1) vote for each Lot owned, and 2) Developer shall have five (5) votes for each Lot owned by Developer.

**Duties of the Association:** Subject to and in accordance with this Declaration, the Association, acting through the Board, shall have and perform each of the following duties:

1. Enforce these Declarations;
2. Improve, maintain, manage, repair, replace, clean, inspect and protect any property conveyed to the Association, including all improvements, landscaping and equipment located therein or thereon;
3. Improve, maintain, manage, repair, replace, and protect the entrance sign to the Subdivision;
4. Perform any duties and obligations assigned to the Association by the Developer;
5. Promulgate, enforce and amend rules and regulations governing the use of any property conveyed to the Association;
6. Make, establish and promulgate, and in its discretion to amend or repeal and re-enact such Association Bylaws not in conflict with this Declaration, as it deems proper, covering any and all aspects of its functions;
7. Carry out and enforce all duties of the Association set forth in this Declaration;
8. Keep books and records of the Association's affairs;
9. Obtain and maintain in effect policies of insurance which in the Board's judgment are reasonably necessary or appropriate to carry out the Association functions; and
10. Maintain, manage, replace, improve, and protect any other function pertaining to the well-being of the Subdivision.

Power to Indemnify and to Purchase Indemnity Insurance: The Association shall indemnify and may reimburse, and/or advance expenses, and/or purchase and maintain insurance, or any other arrangement on behalf of any person who is or was on the Board or officer of the Association against any liability asserted against such person and incurred by such person in such a capacity or arising out of his status as such a person. Further, the Association may indemnify and/or reimburse and/or advance expenses and/or purchase and maintain insurance or any other arrangement on behalf of any person, other than any person who is on the Board of the Association, who is or was an officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, partner, proprietor, trustee, employee, agent or similar functionary of another corporation, partnership, joint venture, sole proprietorship, trustee, employee benefit plan or other enterprise, against any liability asserted against such person and incurred by such person in such a capacity or arising out of his status as such a person, to such extent (or in the case of officers of the Association, to such further extent), consistent with applicable law, as the Board may from time to time determine. The provisions of this paragraph shall not be deemed exclusive of any other rights to which any such person may be entitled under any Bylaw, agreement, insurance policy, and vote of members or otherwise.

Annual Maintenance Charge: Beginning January 1, 2022, each Lot in the Subdivision, excluding Lots owned by Developer, is subject to an annual maintenance charge ("AMC"). The initial AMC of One Hundred Fifty Dollars (\$150.00) per year shall be due and payable on or before December 31, 2021 and annually thereafter on or before December 31 of each year. The amount of the AMC for each Lot may be increased or decreased by the Board of Directors from time to time, but not more often than once per year. In the event the Board of Directors shall seek to increase or decrease the AMC by more than twenty percent (20%) in relation to the preceding year, the change must be approved by a vote of Association members at a meeting duly called for such purpose. Written notice of the meeting with explanation of the proposed action shall be sent to each member of the Association not less than fifteen (15) nor more than thirty (30) days in advance of the meeting. Twenty-five percent (25%) of all members of the Association shall constitute a quorum and such increase or decrease shall not be levied unless approved by a majority of those voting at such meeting. The amount of the AMC shall be determined on or before November 1 of each year with the exception of the initial AMC and written notice of such assessment shall be sent to each member of the Association on or before December 1 of each year. If no notice is delivered by the Association by such date, the amount of the AMC shall remain the same as the prior year and shall be due on or before December 31 of that year. In the event any member shall fail to pay an assessment on or before December 31 of each year, the AMC shall be deemed delinquent and shall be subject to a late charge to be determined by the Board of Directors. Purchasers who purchase Lots from Developer shall pay a pro-rated AMC from date of purchase through December 31. Notwithstanding the foregoing, the initial Board of Directors of the Association shall not increase the annual maintenance charge unless such increase is approved by a majority vote of Association members, excluding Developer, and in the same manner as described earlier.

The AMC and other assessments levied shall be used for any legal purpose for the benefit of all Owners, including the maintenance, repair or improvement of parkways, private streets and roads, boulevards, esplanades, setbacks and entryways, patrol service, fire protection, emergency medical service, street cleaning, trash pickup, street lighting, mosquito control, other services as

may be in the Subdivision's and Owner's interest. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of 1) eighteen percent (18%) or 2) the maximum nonusurious rate of interest. No Owner may waive or otherwise escape liability for the assessments provided for in this Declaration by reason of non-use or abandonment.

Special Assessment: In addition to the annual assessment herein, the Board of Directors of the Association may levy a special assessment at any time deemed necessary, applicable for the current year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, maintenance, repair, and for any other purposes deemed necessary by the Board of Directors of the Association to maintain or improve the Subdivision for the general benefit of the Owners thereof.

Vote on Special Assessment: If twenty-five percent (25%) of the members of the Association object in writing to the levy of any special assessment, within 30 days of the special assessment notice, such assessment shall not be valid unless and until it has been approved by a vote of Association members at a meeting duly called for such purpose. Written notice of the meeting with explanation of the proposed action shall be sent to each member of the Association not less than fifteen (15) nor more than thirty (30) days in advance of the meeting. Twenty-five percent (25%) of all members of the Association shall constitute a quorum and such special assessments shall not be levied unless approved by majority of those voting at such meeting.

Obligations of Lot Owners: Each Lot Owner in the Subdivision, excluding Developer, covenants and agrees, and by acceptance of a deed or contract for sale to such Lot is deemed to covenant and agree to pay the Association the AMC and any special assessment. The AMC and any special assessment, together with interest, costs, and reasonable attorney's fees, shall, to the full extent permitted by law, be a charge and a lien on the Lots subject to this Declaration and each shall be a continuing lien upon the property against which such assessment is made. The AMC and any special assessment, together with interest, costs, and reasonable attorney's fees, shall be the personal obligation of each Lot Owner. The Association shall have the duty and obligation to establish, collect and administer such assessments. The lien of any assessment shall be subordinate to the lien of any first mortgage. The AMC and any special assessment are secured by a continuing vendor's lien on each Lot, which lien is reserved by Declarant and hereby assigned to the Association. By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Association to secure Assessments.

Title: The Association shall accept delivery of any deed or bill of sale executed by Developer conveying property within the Subdivision, or addition thereto, to the Association.

### **Article III – Architectural Control**

Developer or Association shall designate and appoint an Architectural Control Committee (“ACC”) consisting of not less than three qualified persons, which shall serve at the pleasure of the Developer or Association. The initial committee members shall be Brian Malone, Donald Brick, and Mark Cox.

The ACC must review and approve in writing any construction of a building, fence, wall, or other structure. Approval in writing must also be given by the ACC relating to any exterior addition, change, or alteration to any building, fence, wall, or other structure.

To obtain approval to do any of the work described herein, Owner must submit written request to the ACC showing the plans and specifications for the proposed work. Such plans and specifications shall detail the nature, shape, height, materials, colors, and location of proposed work.

The ACC shall review written requests for proposed work in order to ensure conformity of the proposal with these covenants, conditions, and restrictions and to ensure the harmony of external design in relation to surrounding structures and topography. A written request can be rejected for providing insufficient information. The ACC shall have broad, discretionary authority to interpret and apply these standards. In rejecting a written request, the ACC should detail the reasons for rejection and provide suggestions for remedy of the applicant's deficiencies.

If an Owner of any Lot fails to maintain the premises in a neat and orderly manner, the Developer or Association shall have the right, through its agents and employees, to enter the Lot in order to maintain, repair, or restore the Lot, the exterior of any buildings and other improvements located on the Lot at the expense of the Owner.

#### **Article IV – Property Rights**

Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded Subdivision Plat. Within these easements, no dwelling, structure, planting, or other material shall be placed or permitted to remain thereon which may damage or interfere with the installation and maintenance of utilities or which may damage, interfere with, or change the direction of flow of drainage or terrain in the easements. The area of each Lot and all improvements therein shall be continuously maintained by the Owner of such Lot, except for improvements for maintenance of which a public authority or utility company is responsible.

Such easements, reservations and rights of way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to Developer or Association, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under and above such locations to carry out any of the purposes for which easements, reservations and rights of way are reserved.

#### **Article V- Architectural and Occupancy Use**

**Residential Use:** All Lots are hereby restricted exclusively to single-family residential use. No Lot shall ever be used for a business or commercial purpose. No structures shall be erected, placed or maintained on any Lot other than a conventional on-site constructed single-family residence with accessory structures and buildings such as a storage building, workshop, garage or guest house. Not more than one single-family residence may be erected on a Lot unless approved by the ACC in its sole discretion. The term "conventional on-site constructed single-family residence" shall exclude tiny homes, mobile homes, manufactured homes, house trailers, RV's, and modular homes. A nice barn with living quarters within is acceptable, provided it is

built from quality materials and has a pleasing architectural style and approved by the ACC. All structures must have exterior construction completed in its entirety within two hundred seventy (270) days from groundbreaking.

Size and Specifications: No building, structure or other improvement shall be commenced, erected, placed, or maintained on any Lot, nor shall any addition to or change or alteration thereto be made, until the construction plans and specifications, and a plot plan showing the location of all such structures and all appurtenances thereto, have been submitted to and approved by the ACC. A residence may not be lived in or occupied until the residence is fully complete. Each residence constructed shall have not less than 1,200 square feet of heated and air-conditioned space, exclusive of basements, garages, and porches. Multi-story dwellings, constructed on said Lots, shall have not less than 1,600 square feet exclusive of basements, garages, and porches with not less than 1200 square feet of heated and air-conditioned space on the first floor. All residences must have, at a minimum, an enclosed one-car garage either attached to or detached from the residence. At least 25% of the front exterior of any residence must be masonry which includes, but is not limited to rock, brick, or stucco. Any masonry siding such as concrete Hardi Plank, or similar product does comply with this masonry requirement. All Lots have a fifty (50) foot building setback from road right-of-ways.

Any portion of a driveway within fifty feet of any Subdivision road or street must be concrete, asphalt or pavers and shall be constructed before occupying any residence. Driveways are to be installed by the Owner, including any portion within the right-of-way of any Subdivision road or street.

Quality Workmanship and Maintenance: All improvements and structures including but not limited to homes, garages, fences, storage buildings and other improvements shall be constructed of quality materials and in a workmanlike manner. Such improvements shall be maintained and situated so that their appearance will not be detrimental to the Subdivision. All improvements shall be kept weatherproofed by painting or such other method as may be necessary and appropriate, and none of the improvements shall be allowed to deteriorate.

Storage of Materials and Personal Belongings: No materials or personal belongings of any kind shall be placed upon any Lot except within a garage, storage building or other comparable enclosed structure. However, construction materials required to complete a permitted residence may be placed on the property during its allowed construction period.

Restriction on further Subdivision: There shall be no dividing, subdividing, or re-subdividing allowed of any of the Lots in the Subdivision into smaller Lots or tracts. All Lots in the Subdivision will remain the size platted on the Subdivision plat, except that any person owning two or more adjoining Lots may consolidate such Lots into a single Lot when approved and platted by Bastrop County or Caldwell County.

Sewage: Wastewater and sewage shall be disposed of by means of septic systems that meet the requirements of all governmental authorities having jurisdiction thereof. No residence shall be occupied until septic systems complying with this paragraph have been completely built and approved by the governmental authority. The septic systems on each Lot will be designed by a

registered professional engineer or licensed sanitarian in accordance with regulatory authorities. No septic system will be located within any drainage easement.

Water Wells: Unless water service is already provided by a local co-op or utility, prior to occupancy of a home, each Owner shall construct, install, and maintain water wells in accordance with the laws of the State of Texas and the rules and regulations of the appropriate County, Ground Water Districts, or other regulatory authority governing water wells. The Owner is responsible for obtaining a permit, approval, and inspection of water wells from the appropriate regulatory authority.

Draining Structures, Ditches, and Stock Tanks: Drainage structures under private driveways shall be constructed at Owner's expense in accordance with Caldwell or Bastrop County regulations and recorded plat specifications. Drainage structures must be completed before house construction begins. Natural drainage and stock tanks shall not be altered, constructed, or changed without prior written approval from the ACC and appropriate government agencies.

Grading and Drainage: Topography of each and every Lot must be maintained with proper grading and drainage systems such that runoff water (rain or other precipitation, or manmade irrigation) does not cause undue erosion or contamination of the subject Lot or any other Lots, whether adjacent to the subject Lot or not, or the Common Areas. Owner shall be responsible for ensuring that all local, state, and federal rules and regulations regarding drainage and run-off are met.

Trash Disposal: No Lot shall ever be used for outside, unenclosed storage of any items or materials whatsoever, nor shall any Lot or part thereof be used or maintained as a dumping ground for rubbish, debris, or junk. Each homeowner must have trash removal service and trash, garbage or other wastes shall not be permitted on any Lot except in sanitary containers. All incinerators or cans or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition beside or behind the residence. Cut or trimmed brush on occupied or non-occupied Lots must be disposed of within 30 days of cutting or within 30 days of burn ban being lifted. Construction of a house may not begin until an enclosed trash receptacle and portable toilet are available on-site. It is the Owner's responsibility to ensure that construction debris is contained.

Nuisances: No noxious, noisy, offensive, undesirable, unlawful or immoral activity shall be conducted on any Lot, nor shall anything be done or permitted to be done thereon which may be or become a nuisance or annoyance to other Lot Owner or to the Subdivision. Any determination by the ACC that an activity is noxious, noisy, offensive, undesirable, or immoral shall be final and binding on all parties.

Vehicles: The placement of junked, abandoned, wrecked, or non-operating items of any kind such as motor vehicles, boats or other equipment or materials shall not be permitted on any Lot in the Subdivision. No car, boat or other vehicle or equipment which is not in running condition or regularly used by the Owner shall be allowed on any Lot in the Subdivision, unless it is in enclosed storage. The repairing of motor vehicles, boats or any other items of a mechanic nature shall not be permitted on any Lot, except within a garage or other comparable enclosed

structure. Dump trucks or 18 wheelers are prohibited on Lots unless being used for the construction of ACC approved improvements.

Boats, RV's and Trailers: No boats, boat trailers, travel trailers, trailers of any kind, campers, recreational vehicles, motor homes, tractors, vehicles, and other equipment or other similar property shall be allowed on any Lot unless such items are regularly and frequently used by the Owner, neat in appearance, well-maintained, and stored behind the rear building line. Tractors, trailers, and other equipment currently being used in the construction of the residence will be allowed until is completed. RVs, boats, travel trailers shall be parked a minimum of fifty (50) feet from any Lot boundary line.

Temporary Structures: No structure or improvement of a temporary character, nor any trailer, recreational vehicle, tent, camper, shack, garage, barn, or other outbuilding shall at any time be used as a residence or dwelling, either temporary or permanent, without the prior written approval of the ACC. A trailer, recreation vehicle or a garage/barn with living quarters may be occupied during the first six months of initiating the construction of the residence. There shall be no overnight or weekend camping of any kind.

Animals: Dogs, cats, or other household pets, not to exceed a total of five (exclusive of unweaned offspring), may be kept on any Lot so long as they are not kept, bred or maintained for any commercial purpose. No livestock or exotic animals are allowed unless specifically allowed. No pigs, hogs, or swine are permitted. Two horses are allowed for every Lot not greater than 3 acres. Four horses are permitted on Lots greater than 3 acres. Three goats are allowed for every Lot not greater than 3 acres. Five goats are permitted on Lots greater than 3 acres. Twelve chickens are permitted on each Lot. However, no roosters are permitted. No pets or animals may be kept if they become offensive or a nuisance by virtue of their numbers, sight, odor, or noise. If a question arises as to whether an animal, (individually or considered together) is offensive or a nuisance, the ACC shall make the determination and its determination shall be final and binding on all parties. No animals or pets shall be kept, bred, or maintained for any commercial purpose.

Animal Containment: All animals shall be contained within the Lot lines either by fence, leash, or other comparable device. Animals shall not be allowed outside an Owner's Lot, except dogs on leashes. Any pen, corral, hutch, structure, or enclosure of any kind as approved by the ACC must be constructed of new material, must be attractive in appearance and in keeping with the general standard of improvement in the Subdivision, and must be at all times kept neat and clean in appearance, consistent with the requirements herein specified for other improvements in the Subdivision. All such improvements must be located behind the residence and not closer than twenty (20') feet to the side and rear Lot lines.

Fences: The plans for all fencing must be approved in advance by the ACC and before installation. Metal Pipe fencing of at least 1.5" inch diameter, wood fencing of at least 4" x 4" posts, 2" x 4" cross members, and 1" x 4" or 1" x 6" panels, masonry fencing, chain link, and wire fencing is allowed. All fence lines must be mowed and kept clean of weeds, trash, and garbage at all times. All fences must be well-maintained to prevent sagging and deterioration and be installed in a workmanlike manner. No fence, wall, or dividing instrumentality over eight (8)

feet in height measured from the ground on which it stands shall be constructed on any Lot. Any fence installed without approval by ACC is subject to being removed at expense of Owner.

Signage: Except for one sign of not more than six square feet advertising the property for sale or for rent, no signs of any kind shall be displayed on any Lot.

Antennae: No exterior radio, television or any other type of antenna shall be taller than thirty feet (30') as measured from the ground. All satellite dish receivers larger than three feet (3') in diameter must receive prior written approval of the ACC as to size and location.

Hunting and Firearms: Hunting, trapping and discharge of firearms are expressly prohibited within the Subdivision.

Oil, Gas and Mineral Development: No oil or gas drilling, exploration or development operations, oil or gas refining or treatment, or mining operations of any kind shall be permitted on any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Lot. No derrick or other structure designed for use in drilling for oil, natural gas or other minerals shall be erected, maintained, or permitted on any Lot.

Rights of Developer: The Developer or its agents shall have the right to use any unsold Lot for a sales office location or any other purpose that Developer deems necessary to develop the Property.

Parking: Streets shall not be used for parking except for emergency purposes. No continuous parking of automobiles or any other type of vehicle will be permitted on any street, road, or right-of-way in the Subdivision at any time.

Construction of Improvements: Construction or placement of any improvement approved by the ACC shall commence within twelve (12) months of such approval; and the completion of such construction or placement must be accomplished within twelve (12) months of the commencement of construction.

Lot Cleaning: All Lots, and the area extending from the Lots to the paved road surface, must be kept clean and clear of refuse. If an Owner has failed to comply with this provision within 15 days of written notice by the ACC, the ACC shall have the right to clean and clear Lot of trash, and refuse. Such cleaning and clearing will be at the expense of the Owner and for which a lien in favor of the Developer, or its assigns, may be placed upon the property. Owner will be responsible for the reimbursement of interest, costs and attorney fees associated with actions taken by the ACC.

#### **Article VI – Enforcement and General Provisions**

The Developer, Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by this Declaration. Developer, Association, or the ACC shall not have an obligation to enforce any of these provisions at law or in equity, and nothing herein shall be construed as compelling the

Developer, Association or ACC to enforce any of these provisions. Failure to enforce a covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision and all other provisions shall remain in full force and effect.

These easements, restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Subdivision. Consequently, they shall run with the real property and shall be binding on all parties having any right, title, or interest in the property in whole or in part, and their heirs, successors, and assigns. These easements, restrictions, covenants, and conditions shall be for the benefit of the Subdivision and each Owner.

In addition to all other remedies that may be available, the Developer or Association has the right to collect attorney fees and/or fines from any Owner that is in violation of this Declaration, any applicable supplemental restrictions or amendments, any architectural guidelines, or any other rule or regulation.

Limitations of Liability: The Developer, the Association and its Board of Directors, the ACC and any member of the ACC, shall not be liable in damages or otherwise to any Owner of any Lot within the Subdivision by reason of mistake of judgment, negligence or nonfeasance arising out of or in connection with: (a) the approval or disapproval, or failure to approve or to disapprove any plans, specifications, or Lot plans; (b) the enforcement of, or the failure to enforce, the covenants, conditions, easements and restrictions of this Declaration; or (c) any other action taken or not taken pursuant to the provisions of this Declaration.

Duration: These covenants, conditions, easements and restrictions shall run with the land and shall be binding upon and against the Property for a period of twenty-five (25) years from the date of recordation, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of seventy-five percent (75%) or more of the Property (by Lot) has been recorded agreeing to change said covenants in whole or in part. No such agreement to change shall be effective unless made and recorded within three (3) months immediately prior to the date the covenants otherwise would be automatically extended.

Amendment: This Declaration may be amended by Developer so long as Developer holds a majority of the votes of the Association. No amendment by Developer shall be effective until it has been recorded in the Official Records of Bastrop County or Caldwell County, Texas. This Declaration may also be amended by the recording in the Official Records of Bastrop, Caldwell and/or both counties, of an instrument executed and acknowledged by the Board of the Association setting forth the amendment and certifying that such amendment has been approved by owners entitled to cast at least seventy-five percent (75%) of the number of votes entitled to be cast.

Assignment of Developer: Notwithstanding anything in this Declaration to the contrary, Developer may assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder. Such assignment shall be evidenced by a written instrument, executed by Developer and the assignee, and recorded in the Official Records of Bastrop or Caldwell County, Texas. In the event of any partial assignment by Developer of any of its privileges, exemptions, rights and duties under this Declaration, Developer shall continue to remain responsible for all its obligations and duties under this Declaration until such time as Developer has completed a full assignment of all its privileges, exemptions, rights, and duties under this Declaration to any other person or entity.

No Warranty of Enforceability: While Developer has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Developer makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms, or provisions. Any owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and by acquiring the Lot, agrees to hold Developer, Association or its agents harmless therefrom.

If any portion of this Declaration is declared illegal, invalid, or unenforceable by law or court order, such action shall not affect the validity of any other provision hereof. Failure to enforce any one or more provisions hereof shall not constitute a waiver thereof as to future enforcement and shall not serve to invalidate any other provision of this Declaration.

Interpretation: The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Subdivision, and of promoting and effectuating the fundamental concepts of the Subdivision set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

Exemption of Developer; Utility Easements: Notwithstanding anything in this Declaration to the contrary, neither Developer nor any of Developer's activities shall in any way be subject to the control of, or under the jurisdiction of the Board of Directors, the Association or the ACC. Without in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of Developer to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of improvements, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales and leasing anywhere within the Property. Developer reserves the right to locate, construct, erect and maintain, or cause to be located, constructed, erected, and maintained in and on any Common Area, easements or areas owned by Developer, pipelines, conduits, wires, and any improvements relating to a public utility function with the right of access to the same at any time for the purposes of repair and maintenance.

Laws and Regulations: All Owners of any Lots within the Subdivision shall at all times comply with all applicable laws, regulations and ordinances of municipal, county, state, federal or other governmental authorities.

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.

This Declaration is executed this 22 day of FEBRUARY 2022.

FM 86 Holdings, LLC

By: *Brian Malone*  
Brian Malone, Member

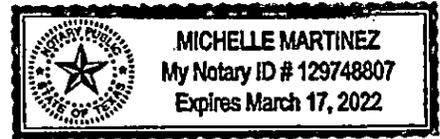
ACKNOWLEDGMENT

STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 22 day of FEBRUARY, 2022 by Brian Malone, an individual known to me, on behalf of FM 86 Holdings, LLC.

*Michelle Martinez*  
Notary Public in and for the State of Texas

My commission expires: MARCH 17, 2022



## FILED AND RECORDED

**Instrument Number: 2022-001613 RESTRICTIONS AND COVENANTS**

Filing and Recording Date: 03/02/2022 01:55:37 PM Pages: 14 Recording Fee: \$74.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Caldwell County, Texas.



*Teresa Rodriguez*

Teresa Rodriguez, County Clerk  
Caldwell County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

**DO NOT REMOVE. THIS PAGE IS PART OF THE OFFICIAL PUBLIC RECORD.**

**First Amendment to**  
**Declaration of Covenants, Conditions, and Restrictions of Blue Sky Estates**

Declaration of Covenants, Conditions, and Restrictions of Blue Sky Estates Subdivision was filed and recorded in Bastrop and Caldwell counties in March 2022 by FM 86 Holdings, LLC (“Declarant”). At the time of filing, the Declarant was the owner of all that certain real property (“the Property”) located in Bastrop and Caldwell County, Texas, described as follows:

**Tract being approximately 150.839 acres out of the JJ Clellan Survey, A-397 & A-75 & IG & N RR Survey, A-155 in Bastrop and Caldwell County, Texas and being more particularly described by metes and bounds in “Exhibit A” attached hereto and made a part hereof for all purposes.**

The Declarant developed the Property into the Blue Sky Estates Subdivision and established Blue Sky Estates Property Owners Association (Association) to manage the affairs of the Subdivision. The Association, by its voting members, approved this First Amendment to its Declaration of Covenants, Conditions, and Restrictions.

The First Amendment modifies Size and Specifications within **Article V- Architectural and Occupancy Use** as follows:

Size and Specifications: No building, structure or other improvement shall be commenced, erected, placed, or maintained on any Lot, nor shall any addition to or change or alteration thereto be made, until the construction plans and specifications, and a plot plan showing the location of all such structures and all appurtenances thereto, have been submitted to and approved by the ACC. A residence may not be lived in or occupied until the residence is fully complete. Each residence constructed shall have not less than 1,200 square feet of heated and air-conditioned space, exclusive of basements, garages, and porches. Multi-story dwellings, constructed on said Lots, shall have not less than 1,600 square feet exclusive of basements, garages, and porches with not less than 1200 square feet of heated and air-conditioned space on the first floor. All residences must have, at a minimum, an enclosed one-car garage either attached to or detached from the residence. At least 25% of the front exterior of any residence must be masonry which includes, but is not limited to rock, brick, or stucco. Any masonry siding such as concrete Hardi Plank, or similar product does comply with this masonry requirement. All Lots have a fifty (50) foot building setback from road right-of-ways.

Any portion of a driveway within fifty feet of any Subdivision road or street must be concrete, asphalt, chip seal or pavers and shall be constructed no later than six months after occupying any residence. Driveways are to be installed by the Owner, including any portion within the right-of-way of any Subdivision road or street.

This First Amendment is executed this \_\_\_\_ day of \_\_\_\_\_ 2026.

Blue Sky Estates Property Owners Association

By: \_\_\_\_\_  
Valerie Harmon, President

ACKNOWLEDGMENT

STATE OF TEXAS           §  
  §  
COUNTY OF               §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2026 by Valerie Harmon, an individual known to me, on behalf of Blue Sky Estates Property Owners Association.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My commission expires: \_\_\_\_\_, 2026