



**AMENDED AND RESTATED**  
**DECLARATION OF**  
**COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR**  
**CAPSTONE RANCH PROPERTY OWNERS ASSOCIATION, INC.**

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**TABLE OF CONTENTS**

<b>DECLARATION</b>	5
<b>RECITALS</b>	6
<b>ARTICLE I, DEFINITIONS</b>	7
<b>ARTICLE II, The Property</b>	9
<b>ARTICLE III, Purpose and Description of the Association and Voting Rights</b>	10
Section A, Purpose	
Section B, Declaration Binding	
Section C, Association	
Section D, Board of Directors	
Section E, Members	
Section F, Voting Rights	
Section G, Architectural Review Committee	
<b>ARTICLE IV, Assessments</b>	12
Section A, Obligation of Owner	
Section B, Annual Budget	
Section C, Annual Charge	
Section D, Special Assessments	
Section E, Due Dates and Fines for Late Payment	
Section F, Alternative Payment Schedule	
<b>ARTICLE V, Easements and Common Areas</b>	14
Section A, Governmental Easement	
Section B, Emergency Easement	
Section C, Installation and Maintenance Easement	
Section D, Underground Electric Distribution System	
Section E, Landscape Buffer	
Section F, Conservation Easement	
Section G, 15-foot Side Lot Line Buffer	
<b>ARTICLE VI, Building Requirements and Restrictions</b>	16
Section A, For All Lots	
1. Development Plan Requirements	
2. Completion	
3. Fines	
4. Occupancy	
5. Temporary Structures	
6. Building Size	
7. Construction Materials	
8. Foundations and Decks	
9. Air Conditioning	
10. Roofs	
11. Solar	

- 12. External Communications Equipment
- 13. Garages
- 14. Pools
- 15. Other Structures
- 16. Fences
- 17. Flagpoles
- 18. Landscaping

**ARTICLE VII, Architectural Review Committee.....22**

Section A, Architectural Review Committee

Section B, Liability

**ARTICLE VIII, Architectural Review Process.....22**

Section A, ARC Review Required

Section B, Application

Section C, Development Plan

Section D, Approval of Development Plan

Section E, ARC Approval

Section F, ARC Discretion

Section G, Security Deposit

Section H, Worksite Requirements

Section I, Variances

**ARTICLE IX, Use Restrictions.....27**

Section A, General Use and Rental

Section B, Signs

Section C, Noise

Section D, Noxious or Offensive Activity

Section E, Animals and Pets

Section F, Unsightly Articles

Section G, Maintenance and Repair

Section H, Lighting

Section I, Drilling and Mining

Section J, Common Areas

**Exhibit A, Phase One Plat (includes Park Property)**

**Exhibit B, Phase Two-A Plat**

**Exhibit C, Phase Two-B Plat**

**AMENDED AND RESTATED**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CAPSTONE RANCH PROPERTY OWNERS ASSOCIATION, INC. ("Amended and Restated Declaration"), effective as of the date of recordation hereof, is made by Capstone Ranch Property Owners Association, Inc. (the "Association").

WHEREAS, Capstone Ranch is a "Subdivision" located in the County of Burnet, State of Texas, and was developed by Penta Capstone Developments, L.P., a Texas limited partnership. These Amended and Restated Declarations supersede the Capstone Ranch Declaration of Covenants, Conditions and Restrictions filed by Penta Capstone Developments, L.P. and recorded on August 9, 2005 recorded in Vol.1356 pp 60, Official Public Records of Real Property of Burnet County, Texas and Capstone Ranch Property Owners Association, Inc.'s Declaration of Covenants, Conditions and Restrictions filed by the Capstone Ranch Property Owners Association, Inc. and recorded on July 1, 2024 as Record 202407895 in the Official Public Records of Real Property of Burnet County, Texas and the Capstone Ranch Property Owners Association, Inc.'s Declaration of Covenants, Conditions and Restrictions filed by the Capstone Ranch Property Owners Association, Inc. and recorded on July 31, 2025 as Record 202507589 in the Official Public Records of Real Property of Burnet County, Texas. These Amended and Restated Declarations also supersede the Capstone Ranch Declaration of Covenants, Conditions and Restrictions filed by the Capstone Ranch Property Owners Association, Inc. on August 5, 2025 in the Official Public Records of Real Property of Burnet County, Texas, Record Number 202507797.

WHEREAS, the "Property" consists of the real property described in Exhibit A, Exhibit B, and Exhibit C of this Declaration, including the "Common Areas" owned by the Association and the individually-owned "Lots" which are the subject of this Amended and Restated Declaration.

WHEREAS, the Association desires to maintain a quality residential community for the benefit of present and future owners of the said property and to provide for the preservation of values and common amenities in this community.

WHEREAS, the Association is assigned the powers of maintaining and administering the common areas and enforcing the covenants and restrictions and disbursing assessments and charges hereinafter set forth.

WHEREAS, the Board of Directors has voted to adopt the Amended and Restated Declarations as hereinafter set forth, and such action has been ratified by at least 67 percent of the Property Owners of Capstone Ranch.

NOW, THEREFORE, the Association declares that the real property described in Exhibit A, Exhibit B, and Exhibit C is and shall be held, transferred, sold, conveyed, occupied and enjoyed subject to the covenants, restrictions, charges and liens hereinafter set forth.

## **RECITALS**

- A. The Association is a Texas nonprofit corporation, created for the purpose of managing the Subdivision of Capstone Ranch, existing on certain real property located in the County of Burnet, State of Texas, as more fully described in Exhibit A, Exhibit B, and Exhibit C, attached hereto and incorporated herein by reference (the "Property").
- B. The Property is currently subject to the covenants, conditions, restrictions, easements, liens, and charges set forth in the following documents:
1. The Declaration of Covenants, Conditions and Restrictions recorded on August 9, 2005 as Document/Instrument No. 200509841, in the official records of Burnet County, Texas (the "Original Declaration"), and
  2. *The Bylaws of Capstone Ranch Owners Association, Inc.*
- C. This Amended and Restated Declaration may be changed from time to time by the approval of 67% of the written votes of the Members represented in person or by proxy at an annual or special meeting of the Association.
- D. The initial Term of these Covenants shall be for 99 years with extensions approved by a two-thirds of the written votes of the Members, represented in person or by proxy at an annual or special meeting of the Association, for periods of not less than ten additional years.

## ARTICLE I. DEFINITIONS

The following words as used in this Amended and Restated Declaration shall have the following meanings:

1. **"Amended and Restated Declaration"** shall mean this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Capstone Ranch Property Owners Association, Inc., and any duly adopted and recorded amendments hereto.
2. **"Annual Charge"** shall mean the annual assessment placed against each Lot to fund the regular operations and maintenance obligations of the Association in accordance with Article IV hereof and the Bylaws of the Association.
3. **"Architectural Review Committee"** (or **"ARC"**) shall mean that three-Member committee appointed by the Board of Directors under Article VII and empowered to review and approve plans before construction as per Article VIII. The Architectural Review Committee shall also be empowered to enforce these restrictions during construction to ensure compliance with an approved Development Plan.
4. **"Association"** shall mean the nonprofit corporation, a.k.a. Capstone Ranch Property Owners Association, Inc.
5. **"Board"** shall mean the three-member Board of Directors appointed and/or elected to administer the Association under Article III and the Bylaws of the Association.
6. **"Bylaws"** shall mean the Bylaws of the Association, including any duly-adopted amendments thereto.
7. **"Common Areas"** shall mean the entire Subdivision except the individually owned Lots. The Common Area includes all existing and subsequently provided improvements benefitting all Owners including, but not limited to, the right of ways and private roads, drainage facilities, common park and improvements, lighting of roads, entrances, water quality controls, security gates and gatehouses, mailboxes, subdivision signs, landscaping and other improvements intended for the common use of all the Members which the Association may now or in the future hold or enjoy.

8. **"Conservation Easement"** shall mean the part of each Lot shown on the recorded plat within 50 feet (50') of the street right of way and the back lot line where no structure can be built, except for drives, address markers, septic systems and lights.
9. **"Development Plan"** shall mean the set of plans, either for new construction or major exterior remodeling, described and submitted in accordance with Article VIII hereunder for the consideration and approval of the Architectural Review Committee.
10. **"Governance Documents"** means all documents that have a legal and binding effect on all Owners and occupants of the Property including, without limitation, this Amended and Restated Declaration and the Bylaws of Capstone Ranch Property Owners Association, Inc.
11. **"Improvement(s)"** include any site work, new structures, additions, external remodeling or alterations, modifications or items placed on a Lot.
12. **"Lot"** shall mean each of the individually-owned Lots shown upon the recorded final subdivision plats of any of the Properties, but excluding lots used as common areas.
13. **"Member"** shall mean all those Owners who, by right of ownership, are Members of the Association.
14. **"Original Declaration"** shall mean the covenants, conditions and restrictions previously recorded against the Property, which are described in Recital B at the beginning of this Amended and Restated Declaration and which have been amended, restated and replaced by this Amended and Restated Declaration".
15. **"Owner"** shall mean the recorded owner, whether one or more persons or entities of the fee simple title to any Lot in the Properties.
16. **"Phase 2 Properties"** shall mean and refer to that portion of the Property shown in Exhibit B and Exhibit C. For subdivision purposes, this area shall include any necessary revisions of the other Properties needed to complete access, utilities and construction.
17. **"Properties" and "Property"** shall mean the real property described in Exhibit A, Exhibit B, and Exhibit C which are the subject of this Amended and Restated Declaration.



18. **"Special Assessment"** shall mean those irregular charges, separate and in addition to Annual Charges, approved by 51% of the written votes of the Members represented in person or by proxy at a properly called meeting as necessary to meet the obligations of the Association.
19. **"Subdivision"** shall mean the legal subdivision of Capstone Ranch, including the Common Areas and the individually-owned Lots, as platted in Burnet County, Texas and shown in Exhibit A, Exhibit B, Exhibit C and Exhibit D.

## **ARTICLE II. THE PROPERTY**

### **A. Scope and Applicability of the Governance Documents: Compliance**

The Property has been established and is administered pursuant to the Governance Documents, which have a legal and binding effect on all Owners and occupants of property within the Property. All Owners and occupants of homes, as well as their tenants, guests and invitees, are required to comply with the Governance Documents. All Owners shall be held accountable and liable for their own actions and the actions of their tenants, guests and invitees, including any damage to Common Areas caused by such persons. Building Requirements and Restrictions provided in the duly-adopted and recorded Governing Documents in effect at the time Architectural Review Committee approval is granted will apply.

(Revised 07/2025)

### **B. Disclaimer Regarding Personal Safety and Security.**

Each Owner and Owner's guests and invitees shall be responsible for their own personal safety and the security of their property in the community. The Association shall not in any way be considered insurers or guarantors of security within the community, nor shall the Association be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any fire protection system, burglar alarm system, WIFI system or other security system cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended.

Each Owner acknowledges, understands and covenants to inform its tenants, invitees, guests and licensees that the Association, its Board, and Committees are not insurers, and that each person using any portion of the community assumes all risks for loss or damage to persons, to Lots and to the contents of the Lots resulting from the acts of third parties.

**ARTICLE III.**  
**PURPOSE AND DESCRIPTION OF THE ASSOCIATION AND VOTING RIGHTS**

**A. Purpose.**

The purpose of the Association shall be to promote the health, safety and welfare of the Members, to collect assessments, to administer the maintenance of the Common Areas of the Association and to enforce these Covenants.

The Association is responsible for administering the Property in accordance with the Governance Documents that allow each Owner to participate in the administration of the Property. Membership and voting rights are vested in the Owners to allow them to participate in the governance and administration of the Property and to influence the outcome of major decisions.

**B. Declaration Binding.**

This Amended and Restated Declaration is binding upon the Association.

**C. Association.**

1. The Association is a non-profit corporation created under the laws of the State of Texas.
2. The Association is governed by the Board of Directors.
3. The Association shall retain the legal title and responsibility for the Common Areas of the Subdivision.
4. The Association has the obligation to levy and collect annual charges for the maintenance of Common Areas and any security gates or other devices ("Security Facilities") controlling access to Common Areas.
5. The Association, as a common expense of all Members, may institute and maintain such actions at law or in equity against any defaulting Member as is necessary to enforce collection and/or foreclosure of the liens against the Lot, in accordance with the laws of the State of Texas for real estate foreclosures, and as outlined in the Governance Documents of the Association.
6. The Association shall prepare and maintain books, records and financial statements of the Association Affairs. The Association will make copies of such books, records, financial statements and Governance Documents available for examination by Members or will provide copies of those documents, upon written

request, and in accordance with the requirements of the Texas Business Organizations Code and the Texas Property Code.

7. The Association will have such rights, powers & duties as set forth in this Amended and Restated Declaration, the Bylaws and the Texas Property Code.

**D. Board of Directors.**

1. The Association shall act through a minimum three-member Board of Directors, as established in the Bylaws of the Association, to facilitate the day-to-day management of the Association.
2. Except as the Texas Property Code or Governance Documents provide specifically otherwise, the Board may act on behalf of the Association without approval of the Members.
3. The Board shall meet as needed.
4. The Board may transfer, sell, or convey ownership of any part of the Common Areas upon approval of 75% of the written votes of the Members represented in person or by proxy at an annual or special meeting of the Association.
5. It shall be the duty and authority of the Board to determine any violation of these Covenants and to take enforcement actions.

**E. Members.**

1. Each Owner of a Lot shall automatically become a Member of the Association, as long as such ownership continues.
2. Membership rights of a legal entity may be exercised by any officer, director, partner, Member or other individual that the Owner designates in writing to the Association.
3. The Members shall meet annually to elect the Board of the Association and to approve the Annual Charge assessed.

**F. Voting Rights.**

1. Each Lot shall be entitled to one vote.
2. A Member owning multiple Lots is entitled to one vote for each lot owned.

3. In the case of multiple Owners of one "Lot", only one Owner, designated by all the Owners of that Lot, shall be the voting Member.

**G. Architectural Review Committee.**

The Board shall appoint a three-Member Architectural Review Committee (ARC), to serve at the Board's pleasure, which shall approve the development plans of all facilities to be constructed on the Lots. This committee shall enforce these Covenants and standards of the community under the procedures described in Article VIII.

## **ARTICLE IV. ASSESSMENTS**

**A. Obligation of Owner.**

1. Each Owner of a Lot, by accepting a deed or by his claim of ownership, is hereby conclusively deemed to covenant and agree to pay to the Association the Annual Charges and Special Assessments against their Lot, as the same shall become due and payable without demand. These charges and assessments shall be a charge and a continuing lien upon each Lot, together with all improvements thereon.
2. Each Annual Charge or Special Assessment, together with any fines for late payment, collection costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of the "Lot" at the time of accrual.

**B. Annual Budget.**

The Board shall approve a budget for the annual operations of the Association including the maintenance, replacement, management and insuring of the Common Areas. Expenses include, but are not limited to, utilities, common area maintenance and repairs, security, insurance, taxes and improvements. The annual budget shall include an amount to be allocated for future or unanticipated repairs, obligations and capital improvements.

**C. Annual Charge.**

The Annual Charge is determined by the Board and is based on the annual budget approved by the Board. Each and every Lot is hereby subjected to and imposed with an Annual Charge of no less than Five Hundred and No/100 Dollars (\$500.00) per annum per Lot subject to increase and payable as per this Declaration.

**D. Special Assessments.**

A Special Assessment is an assessment, that is other than an annual charge, which may be assessed to fulfill the obligations and to cover irregular or unexpected expenses of the Association. Special Assessments must be approved by 51% of the written votes of the Members represented in person or by proxy at a properly called annual or special meeting, as are necessary to fulfill the obligations of the Association.

**E. Due Dates and Fines for Late Payment.****1. Annual Charge.**

- a. Annual charges are due on December 31<sup>st</sup> of each year.
- b. A 45-day grace period is allowed prior to assessment of a fine for late payment.

**2. Special Assessments.**

- a. Special Assessments are due on the date specified when the Special Assessment is imposed.
- b. A 45-day grace period is allowed prior to assessment of a fine for late payment.

**3. Fine for Late Payment of Annual Charges or Special Assessments.**

A fine will be assessed for late payment of annual charges or special assessments as follows:

- a. A \$25 fine for payment beginning on the day after the end of the grace period through the last day of the given month.
- b. An additional \$25 monthly fine will be charged for each additional calendar month until the sum due is paid in full.

**F. Alternative Payment Schedule.**

The Association will provide an alternative payment schedule for delinquent or unpaid annual charges, special assessments, fines or any other payment due to the Association, in accordance with Texas Property Code, Sec. 209.0062, and as described below. The Association will allow a three-month payment plan period consisting of three equal payments due on the first of each month.

1. During the three-month payment period, the agreed upon amount due will not accrue any interest or additional monetary penalties.

2. An Owner may only request one alternative payment plan within a 12-month period.
3. Establishment of an alternative payment plan will be denied if the Owner(s) have failed to honor a previous plan during the previous two years (24 months).
4. To establish an alternative payment schedule, the Member must submit a written request to the Treasurer of the Association that includes the:
  - a. Owner's name and contact information,
  - b. Address of the Lot(s),
  - c. Amount of unpaid or delinquent monies,
  - d. Time period requested for payment, but not longer than 3 months,
  - e. Signature of Owner or, if multiple Owners, all Owners' signatures, and
  - f. Date.
5. Upon approval of the request, the Treasurer will notify the Owner in writing of the approval. The notification must include the amount due, the approved time period, the amount of each payment, and the payment due dates.

## **ARTICLE V. EASEMENTS AND COMMON AREAS**

### **A. Governmental Easement.**

An express easement is hereby granted across the common areas for the use of the surface for all government functions, vehicular and non-vehicular, including fire and police protection, solid and other waste material pick up and any other purpose any governmental authority deems necessary.

### **B. Emergency Easement.**

A blanket easement is granted to all police, fire, ambulance and other emergency vehicles to enter upon the Properties in the performance of their duties.

### **C. Installation and Maintenance Easement.**

There is hereby created a blanket installation and maintenance easement upon, across and over and under all of the Properties for access in connection with the installation, replacement, repair, and maintenance of all utilities including, but not limited to, water, sewer, telephones, cable television, electricity both above and below ground, gas and appurtenances thereto.

### **D. Underground Electric Distribution System.**

An underground electric distribution system has been installed in the Subdivision.

The Owner of each Lot shall, at his own costs, furnish, install, and maintain an underground service from the point of service and metering to each structure in accordance with the then current rules of the supplying electric corporation.

**E. Landscape Buffer.**

A 50-foot-wide strip of property running along Highway 2147 East and County Road 401 and all subdivision roads shall remain as a landscape buffer (open space or greenbelt) and no development shall be permitted thereon except for ponds, gazebos, approved signage, landscaping improvements, access roads (driveways), drainage improvements, underground septic systems or underground utilities and the minor structures and improvements required for them.

**F. Conservation Easement.**

1. Easements are the part of each Lot shown on the recorded plat within 50 feet (50') of the street right of way and the back lot line where no structure can be built except for driveways, septic systems and lights.
2. The Conservation Easements are established by the Lower Colorado River Authority Non-Point Source Pollution Control (LCRA NPS) regulations to protect water quality.

**G. 15-foot Side Lot Line Buffer.**

1. No residence, garage, or significant structure appurtenant thereto shall be constructed within fifteen feet (15') of any side lot line.
2. An exception will be made for the interior lot line(s) where identical Owners of two or more adjacent Lots construct a single residence.
3. Drives, parking, underground utilities and septic fields are permitted within this buffer area.
4. Owners are encouraged to plant and maintain this area and other buffer areas or easements with native vegetation and/or xeriscaping to maintain the natural look of the Properties and provide a landscape buffer.

## **ARTICLE VI. BUILDING REQUIREMENTS AND RESTRICTIONS**

### **A. For All Lots:**

#### **1. Development Plan Requirement.**

- a. No building, structure, fences, or other exterior improvement, whether new or as a major remodeling, shall be constructed, erected, or placed upon any Lot or Common Area unless it is in accordance with a Development Plan approved by the Architectural Review Committee (ARC) pursuant to Article VIII hereunder.
- b. The ARC will not review or approve an application for any significant project on any lot (new construction or additional improvements) until the lot owner has paid all assessed and delinquent annual HOA charges, special assessments, and fines due to the Association. (Revised 11/2025)
- c. No prior approval or Development Plan is necessary to repaint the exterior of existing structures, to rebuild original construction or restore any damaged improvements in a manner consistent with the most recently approved Development Plan for such improvements.

#### **2. Completion.**

After commencement of construction of any structure or improvement on a Lot, the work shall be prosecuted diligently to complete such construction or improvements as soon as possible.

The construction of all exterior and interior construction must be completed within one (1) year from the commencement of construction.

An Owner may submit, in writing, a request for a construction extension to the ARC. The request must include the extension time period and the reason the extension is requested. If approved, the ARC will provide a Notice of Extension Approval letter.

Extensions may be granted for extenuating circumstances or delays beyond the control of the Lot Owner, including, but not limited to, delays due to strikes, wars and acts of God.

#### **3. Fines.**

Failure to complete construction within the one-year period will result in a fine of



\$500 per month.

- i. The fine will be the sole responsibility of the lot Owner.
- ii. The ARC will notify the Owner, and the POA Board, in writing, of the commencement date for assessing the fine, and will send a monthly billing statement until construction is complete.
- iii. If a Notice of Extension Approval has been granted, construction must be completed by the end of the extension period or the fine of \$500 per month will be assessed beginning on the calendar day following the approved, extended completion date.
- iv. Payment of the fine is due upon receipt of notice of amount due from the ARC.
- v. An Owner may request an alternative payment schedule for payment of these fines as provided for in Article IV.

4. **Occupancy.**

No new construction, including new homes, additions or significant remodeling, shall be occupied until fully completed, inside and out, and connected to all necessary utilities (septic, water, electricity, and gas).

5. **Temporary Structures.**

No structure of a temporary character, trailer (with or without wheels), mobile motor home (with or without wheels), or modular or prefabricated home, tent or shack shall be placed on any portion of the Properties, either temporarily or permanently except for such portable buildings as are required during construction.

6. **Building Size.**

- a. No new residence shall be erected of more than two (2) stories plus an attic or exceeding a maximum roof height of thirty feet (30') from the average elevation of the building pad in its natural state.
- b. No one story residence shall be erected on any Lot with an air-conditioned interior area of less than 2200 square feet or multistory residence with an air-conditioned interior of less than 2900 square feet exclusive of garages, porches or other appurtenances or appendages. Finish-out of any space above the first story, such as an attic or space above a garage, constitutes a second level. In these cases, the requirements for a multi-story residence, as provided in Subsection b., apply. (Revised 07/2025)

**7. Construction Materials.**

- a. Generally, only new construction materials and structures shall be used. Exterior finishes shall be durable and of first quality; installed, finished and maintained to provide a quality presentation at all times.
- b. "Hill Country" designs with roof overhangs are required.
- c. Development on the Lots is envisioned as compatible with our rural, hill country heritage. Accordingly, the ARC will encourage the use of designs, materials and appurtenances which exhibit those characteristics.
- d. The main building (exclusive of windows and doors) shall be of at least 75% natural stone, masonry, Hardie board, stucco or its equivalent on exterior walls. All street facing exterior walls must have a minimum of 75% natural stone or brick. (Revised 07/2025)
- e. Specific permission for used materials (i.e., brick or windows), historically significant farms or home buildings, first quality log structures, or for other exceptions to this exterior surface rule shall be made at the discretion of the ARC.
- f. Gravel, dirt, or other aggregate driveways are prohibited. Paved, such as concrete, driveways are preferred.

**8. Foundations and Decks.**

- a. No more than twenty-four inches (24") of vertical surface of concrete slab or foundation of any structure or improvement shall be exposed to view from any street or adjacent property. (Revised 07/2025)
- b. Any slab in excess of twenty-four inches (24") in height above finished grade shall have at least the excess in height covered with the same materials used on the exterior of the structure. In some cases, dense landscaping may provide acceptable screening, as long as the landscaping is well grown upon installation and maintained under these covenants. (Revised 07/2025)
- c. Any structure or improvement located on the Properties with a pier and beam foundation shall have all mechanical, electrical, plumbing, and fixtures located thereunder screened from view from any street and from adjacent properties.

- d. Any structure, deck or other improvement with an open deck shall have the open space beneath the deck screened from public view.

**9. Air Conditioning.**

- a. All residences must be air-conditioned.
- b. No window air conditioning units are permitted.
- c. Wall-type air conditioners, mini-split units and ground-mounted units are permitted provided they are screened from the street and adjacent property views.

**10. Roofs.**

Roofs of all structures shall be constructed of concrete or ceramic tiles, metal, 30-year heavy, highest quality composition shingles or built-up roofs.

**11. Solar.**

Solar panels or other solar collection devices must be constructed as an integral part of the architectural design of any structure to which it is attached, or if located as in Subsection 11d, shall be screened from the view of streets and other Lots. ARC review and approval is required prior to commencing installation of any solar panels or systems.

**a. All Solar Panels Must:**

- i. Be located on the Owners solely-owned property. Placement on Common Areas or another Owners property is prohibited;
- ii. Be black tone, bronze, or silver in color;
- iii. Include all elements of the same color (frame, support brackets, visible piping or wiring, and concealment materials);
- iv. Have concealed mounting hardware and wiring; and
- v. Not interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to other Owners.

**b. Placement.** Except as provided for in Subsection d., roof-mounted panels must be located on the rear, non-street facing sides of the roof, and:

- i. Must conform to the slope of the roof;
- ii. Be mounted parallel to the roofline; and
- iii. May not extend higher than or beyond the top ridge of the roofline.

**c. Fenced Yard or Patio Panels** are allowed but the top point of the solar panel may not extend higher than the fence line.

**d. Alternate Placement.**

- i. Solar panels may be installed in alternate locations if the Owner demonstrates, in writing and to the Associations satisfaction, that the alternate location increases the estimated annual energy production of the device by 10%, as provided in Texas Property Code, Section 202.010, (d)(5).
- ii. Prior to installation in an alternate location, the Owner must request and obtain ARC approval by submitting a written request and evidence that the alternate location(s) comply with Texas Property Code, Section 202.010, (d)(5).

**12. External Communications Equipment.**

External antenna, satellite receiving dishes, or other structures designed or used for receiving any type of radio, television or other telecommunication signal should be totally screened from the view of streets or other Lots, as a courtesy to other members.

**13. Garages.**

- a. Each residence constructed on any portion of the Properties shall have, either as an integral part or as a detached structure, a garage capable of accommodating at least two standard size passenger vehicles.
- b. No garage doors can face the primary road frontage unless such doors are set back at least 8 feet (8') from the residence's primary street facing plane.

**14. Pools.**

- a. ARC approval is required prior to commencement of construction or installation of a pool.
- b. All pools shall be constructed substantially at grade.
- c. Pools must be enclosed or fenced for safety purposes and potential liability of the homeowner.
- d. Enclosures that surround a swimming pool or spa:
  - i. Shall harmonize with existing structures in appearance and color,
  - ii. May consist of transparent mesh or clear panels set in metal frames, and
  - iii. May not be more than 6 feet (6') in height.

**15. Other Structures.**

Other structures shall be constructed in the location designated and approved by the ARC. They shall be designed to minimize the impact on views and to harmonize with existing structures. The ARC will consider consistency of design, color and materials in the approval of any such design.

**16. Fences.**

- a. Wood privacy and chain link fences are prohibited.
- b. Pet areas are required to be fenced, preferably with open metalwork fences which minimize the impact on the view.
- c. Swimming pools must be fenced or enclosed as provided in Section 14, Pools, and any state law, county ordinance or city ordinance.
- d. Security fences should be of ornamental iron or masonry construction. Wood is allowed only in the construction phase.
- e. Perimeter fencing, courtyard fencing and corresponding site design are encouraged.

**17. Flagpoles.**

- a. One flagpole may be erected on each Lot.
- b. Flag standards and etiquette shall be followed when displaying the American or State flag.

**18. Landscaping.**

- a. Landscape structures and design details should draw upon the region's natural heritage and respond to the region's unique climate and setting.
- b. Natural landscaping and waterwise plants are encouraged.
- c. No trees or other flammable materials may be installed or maintained within 3 feet (3') from the home.
- d. Lawns shall be kept mowed, edged and weeded. Planters, shrubs, ground covers and trees shall be kept trimmed, weeded and attractive.

## **ARTICLE VII. ARCHITECTURAL REVIEW COMMITTEE**

### **A. Architectural Review Committee (ARC)**

1. The ARC shall consist of three Association Members appointed by the Board and serves at the Board's pleasure.
2. The Board of the Association delegates authority for approval of development plans to the ARC.
3. The ARC shall meet as needed to provide prompt review of plans and/or confirm violations.
4. At least two Members of the ARC shall constitute a quorum.

### **B. Liability**

Neither the ARC, the Board, nor any Member thereof shall ever be liable to any Owner or other person, firm or entity for any damage, loss or injury suffered or claimed on account of:

1. the approval or disapproval of any development plan, in whole or in part;
2. the approval or denial of a variance pursuant to Article VIII, Section 1 hereof;
3. the construction or performance of any work on the Properties, whether or not pursuant to a Development Plan;
4. the development of the Properties.

## **ARTICLE VIII. ARCHITECTURAL REVIEW PROCESS**

### **A. The ARC must review and approve in writing all significant projects, including but not limited to:**

1. Construction of any building, fence, wall, swimming pool or other structure, and
2. Any exterior addition, change, or alteration in any building, fence, wall, swimming pool or other structure.

### **B. Application**

1. To obtain approval to do any of the work described in Article VIII, Section A, an

Owner must submit an application to the ARC detailing the plans and specifications for the proposed work.

2. The application may be obtained from a Board or ARC member or, if applicable, from the Association website.
3. The application may be submitted by email (preferred), or in triplicate to the ARC at the registered email or address of the Association and must include a complete:
  - a. Application,
  - b. Development Plan, and
  - c. Non-refundable Review Fee of \$200 payable to the Association.

#### **C. Development Plan.**

The Development Plan must consist of at least the following:

1. **A Plat or Map drawn to scale depicting the following:**
  - a. Existing property lines, rights-of-way and easements on the Lot and all adjacent Lots (including drainage easements), existing vegetation (with trees having a diameter of 12 inch (12") or greater generally located) and other existing natural features and improvements;
  - b. The location on the Lot and the dimensions and shapes of all proposed and existing improvements (clearly marked to distinguish proposed construction) and all other improvements, including but not limited to buildings, garages, driveways, septic systems, exterior lights, bridges, culverts, pool patios, fences and walls;
  - c. A landscape plan depicting trees and shrubs to be added or removed, as well as identifying any fences, walls, fill or impermeable ground cover as well as runoff mitigation.

Development on the Lots is envisioned as compatible with our rural, "Hill Country" heritage. Accordingly, the Architectural Review Committee (ARC) will encourage the use of designs, materials and appurtenances which exhibit those characteristics.

2. A complete set of plans and specifications for all improvements to be constructed, including the design of a:

- a. Private septic system, certified, signed and dated, and
- b. Propane system, certified, signed and dated:
- c. A detailed description and color sample of all colors, materials, and finishes on all exterior structures and roofs;
3. A large-scale drawing including description of colors, materials and finishes for all address or identification signs;
4. A contact name and address for return of comments, approval or disapproval and plans; and
5. Such other information as the ARC may reasonably require.

**D. Approval of Development Plan.**

1. The ARC review process will not begin until the ARC has received the Development Plan and all required and requested items.
2. Before granting approval of a Development Plan, the ARC shall consider, but not be limited to:
  - a. the appearance and aesthetics of the new construction or proposed improvements and its compatibility with other structures in the Subdivision;
  - b. the impact of the contemplated new construction or proposed improvements on the neighboring Lots and the general environment with special emphasis on maintaining views and drainage;
  - c. the maintenance of existing vegetation and the use of native landscaping and/or xeriscaping;
  - d. the location, material, height and purpose of walls, fences and auxiliary structures.

**E. ARC Approval.**

1. The approval of an Owners Development Plan by the ARC:
  - a. Shall not operate as an adoption, representation or determination by the ARC, or any Member thereof, as to the safety or legality of the design encompassed in that plan.



- b. Shall in no way supersede or substitute for any approvals or permits required by any governmental authorities having jurisdiction.
2. In the event the ARC fails to respond to the Owner within thirty (30) calendar days such Plan shall be deemed to be approved.

**F. ARC Discretion.**

The ARC shall have broad discretion in approving or disapproving any Development Plan. Such approval or disapproval of any Development Plan by the ARC shall be communicated in writing to the submitting Owner by certified mail, hand delivery, or email at the address indicated with the submittal.

1. **Notice of Disapproval.** A notice of disapproval from the ARC must:
  - a. Describe the basis for the disapproval in reasonable detail and required changes, if any, to the application or improvements as a condition to approval; and
  - b. Inform the Owner that the Owner may request an appeal hearing with the Board on or before the 30th day after the date the notice was sent to the Owner.
2. **Appeal.** A decision by the ARC disapproving a Development Plan submitted by a Lot Owner may be appealed by written request to the Board.
3. **Hearing.** The board shall hold a hearing as provided for in Texas Property Code, Section 209.00505, to resolve the disapproval.
4. **Upon appeal,** the board may affirm, modify, or reverse, in whole or in part, any decision of the Architectural Review Committee as consistent with this Amended and Restated Declaration.

**G. Security Deposit.**

1. **Deposit Required.** Prior to commencing any major construction or site work, the Owner shall deposit \$5,000 with the Association as a security for:
  - a. Any damages or repairs that are identified by the ARC or Board.
  - b. Fines for not completing construction within the one-year completion time period or beyond the approved extension of completion period granted by the ARC, as provided for in Article VI, Section 2, and
  - c. Cleaning of Common Areas, particularly roads, or damages to any other part of the Property.

**2. Refund.**

Any and all remaining, undisputed deposit shall be returned to the Owner within thirty days after receipt of a letter or email notifying the Association of completion of all construction.

**3. Damages.**

- a. Each Lot Owner is responsible for the full cost of repairs for damage to Common Areas or other Lots caused by contractors or other agents during construction.
- b. Needed repairs and their costs will be determined by the Association and the Owner will be provided a written statement of the repairs and costs.
- c. The Association will contract for the repairs and the costs will be deducted from the security deposit.
- d. If the cost of repairs exceeds the security deposit amount, the Association will send a bill to the Owner for the amount due, payable upon receipt unless the Owner requests alternative payment schedule for payment of these fines as provided for in Article IV, F.

**H. Worksite Requirements.**

1. During construction, the builder or Owner (whichever applies) of any new home, major addition or major remodel, shall:
  - a. Maintain a clean worksite, including surrounding areas and streets.
  - b. Provide a metal roll-off dumpster in order to contain all construction trash and debris.

**I. Variances.**

The ARC may, in its sole discretion, approve specific, written variances from the provisions of this Amended and Restated Declaration but variances should not materially alter the character and quality intended by this Amended and Restated Declaration.

## ARTICLE IX. USE RESTRICTIONS

### A. General Use and Rental

1. Each Lot shall be used and occupied for single family residential purposes only.
2. No Lot shall be used or occupied for any business, commercial, trade or professional purpose except as incidental to the resident.
3. Renting rooms or apartments separately from the main residence is specifically prohibited.
4. No home may be rented for less than six months.
5. No daily or weekly rental of any type is allowed.
6. If a home is leased, the Owner must provide, prior to commencement of the lease, the following information to the Board:
  - a. Name(s) of the Lessee(s);
  - b. Current contact information of the lessee(s) to include mailing address, telephone number and email address;
  - c. Beginning and end dates of the lease.
7. If a property is leased, it is the sole responsibility of the owner to ensure lessees are advised of and comply with the provisions of all Association Governance Documents.

### B. Signs.

1. No sign of any kind shall be erected including signs advertising goods, wares, real estate or services for sale or rent; and/or construction company or repair company signs; except:
  - a. **Designer and/or Builder Signs.** During construction of any major structure to be located on any portion of the Properties, an Owner shall be permitted to erect a single sign which identifies the designer and/or builder(s) responsible for the structure or improvement, of a size not to exceed 4' X 4'. Any such designer and/or builder(s) sign shall be removed from any portion of the Properties after substantial completion.
  - b. **Home Identification Signs.** Each Lot Owner is permitted no more than two (2) identification signs on the street side of the Owners Lot. Each sign shall

be no more than 144 square inches and include only the street address and/or the resident's name.

c. **Political Signs.**

Political signs may be displayed in accordance with Texas Election Code, Section 259.002, no more than ninety days before and up to 10 days after an election.

d. **Removal of Signs.**

The Association is specifically empowered to remove without notice, any sign which is in violation of these restrictions including identification signs not specifically approved by the ARC.

C. **Noise.** No exterior speakers, horns, whistles, bells, or other sound devices (other than those used exclusively for security purposes) may be used that result in a material annoyance or disruption to the residents of the Properties.

D. **Noxious or Offensive Activity.** No noxious or offensive activity shall be carried on or permitted which may be or become an annoyance or nuisance to the community or the other Owners. Specific prohibitions include, but are not limited to:

1. **Vehicles.** No trucks, other than pickup trucks and sport utility vehicles, motor vehicles not currently licensed, boats, trailers, campers, motor or mobile homes, or other such vehicles shall be permitted to be parked on any Lot or street. A forty-eight (48) hour period may be permitted solely for the purpose of loading and unloading. Otherwise, such vehicles must be kept in a closed garage.
2. **Street Parking.** No vehicles of any sort may be parked on the street in front of any Lot for any period to exceed forty-eight (48) hours.
3. **Certain Vehicle Operation.** No ATVs, go-carts or other unlicensed off-road vehicles shall be operated on Common Areas including streets, or on another Owners property. Such operation, by reason of noise, fumes emitted or manner of use, shall constitute a nuisance or threat to safety.
4. **Garbage.** No accumulation of garbage, trash, or rubbish of any kind shall be permitted. All temporary storage of household garbage shall be in a sanitary manner and out of sight of other Lots.
5. **Burning.** Burning of garbage, trash, rubbish of any kind or other items is prohibited, except during the development of the Properties, and then only during

such hours as permitted by Law and in accordance with local ordinances and restrictions.

6. **Firearms and Fireworks.** No use or discharge of firearms, firecrackers or other fireworks is allowed.

E. **Animals and Pets.**

1. No animals, livestock, or poultry shall be raised, bred or kept on any lot, except dogs, cats, or other domestic household pets may be kept, maintained or cared for provided they are:
  - a. Not raised, bred or kept for any commercial purpose,
  - b. Kept under the Owners control at all times and are kept in a fenced area (activated electric or physical fence) on the Owners lot,
  - c. Leashed or under the Owners control when outside of a fenced pet area, and
  - d. Not allowed to bark for long periods of time or left outside unattended.
2. Injury or damage caused by pets are the sole responsibility of the pet owner.

F. **Unightly Articles.** No unsightly articles shall be permitted to remain on any portion of the Properties so as to be visible from other Lots, Common Areas or the road.

1. Without limiting the generality of the foregoing, all trailers, graders, trucks (other than pickups and sport utility vehicles), boats, tractors, motor homes, campers, wagons, buses, motorcycles, motor scooters and/or garden maintenance equipment shall be kept at all times, except when in actual use, in a closed structure or screened from view.
2. No repair or maintenance work shall be done on any of the foregoing, or on any automobile (except for minor emergency repairs) except in an enclosed garage or other structure;
3. There shall be no storage of materials and/or equipment except for normal residential requirements or incidental to construction of the improvements on the Lot.

G. **Maintenance and Repair.** All structures and improvements, including walls, fences and appurtenances, and landscaping shall be kept in a good state of repair and condition at all times and maintained in accord with reasonable Fire Wise standards.

1. **Responsibility.** Each Owner shall be responsible to maintain and clean the Lot and all structures and improvements thereon to avoid the creation of hazards to health and safety.
  2. **Violations.** If, in the sole opinion of the Board, a violation exists to this policy, the Board shall give sixty (60) days written notice to the Owner of the offending Lot. If appropriate remedial action is not begun before the expiration of the notice period, the Board may authorize such repairs, clean-up or maintenance as it sees fit and charge a Special Assessment against that Lot and Owner.
- H. **Lighting.** All external lighting shall have its source shielded and directed in such a manner as to ensure that such source is not materially offensive to adjacent Lots, to Common Areas or roads. No Owner shall erect, maintain or use any external lighting which shall be considered, in the sole judgment of the Board of Directors, to be a nuisance to the community or to any other Owner.
- I. **Drilling and Mining.** No oil drilling or mining operations of any kind shall be permitted upon any Owners Lot. Geothermal and water wells are allowed if properly regulated by all local and state regulatory agencies.
- J. **Common Areas.** No use shall be made of the Common Areas which unreasonably interferes with another Owners use of the Common Areas.

## DECLARANT:

Capstone Ranch Property Owners Association, Inc.

A Texas non-profit corporation

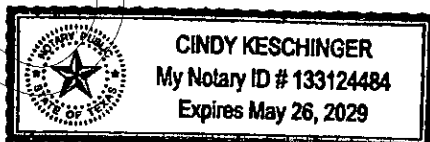
By: Jalinn Jones

President, Capstone Ranch Property Owners Association, Inc.

COUNTY OF BURNET

STATE OF TEXAS

This instrument was acknowledged before me on the 17<sup>th</sup> day of November 2025 by Jalinn Jones, on behalf of said Corporation.

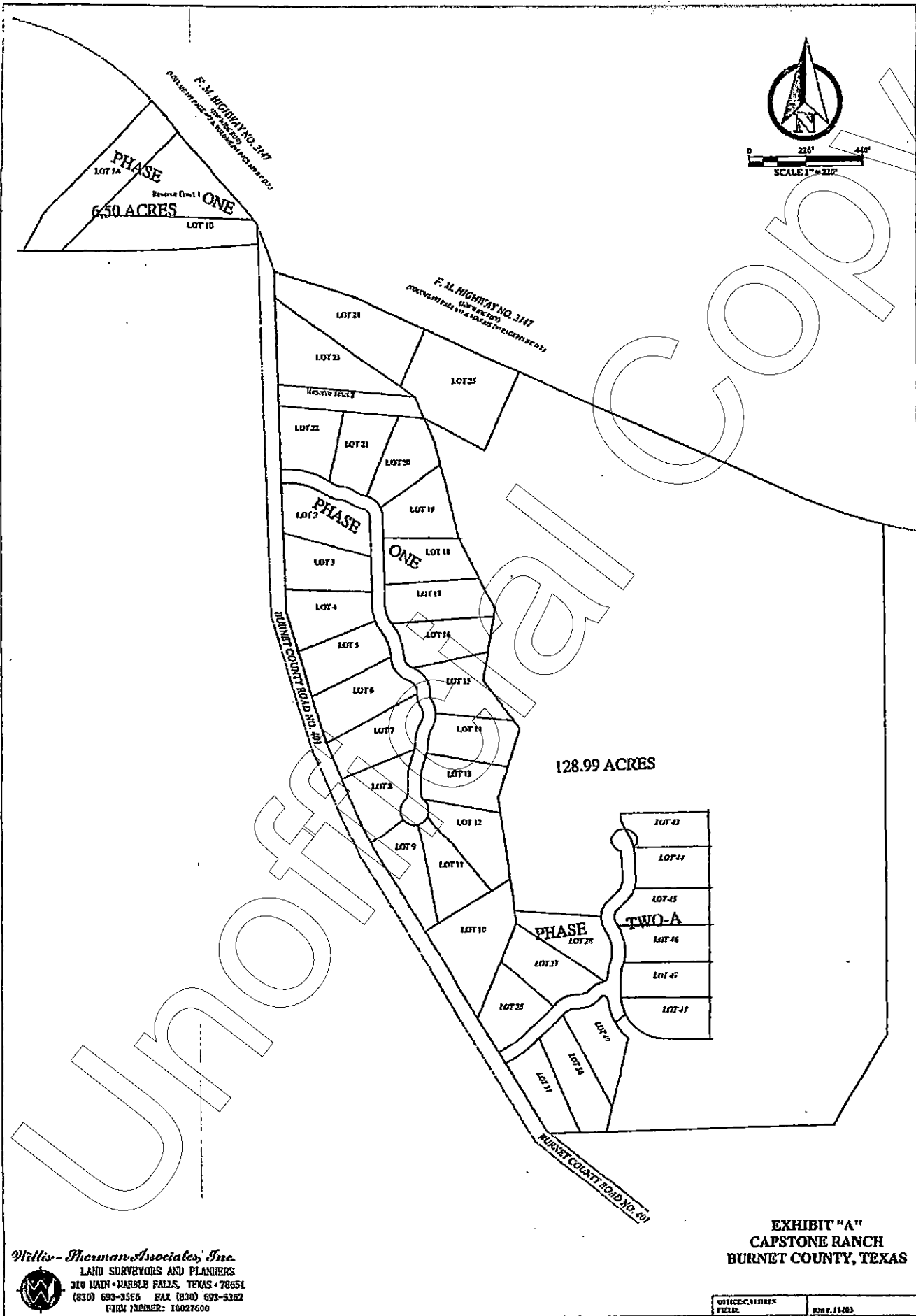


[Signature]  
Notary Public, State of Texas

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EXHIBIT A  
Phase One Plat  
(Includes Park Property)





Willis-Thorman Associates, Inc.  
 LAND SURVEYORS AND PLANNERS  
 310 MAIN • MARBLE FALLS, TEXAS • 78654  
 (817) 693-3566 FAX (817) 693-5382  
 FIRM NUMBER: 10027600

EXHIBIT "A"  
 CAPSTONE RANCH  
 BURNET COUNTY, TEXAS

OFFICE: 11/11/11  
 FILE: 11/11/11

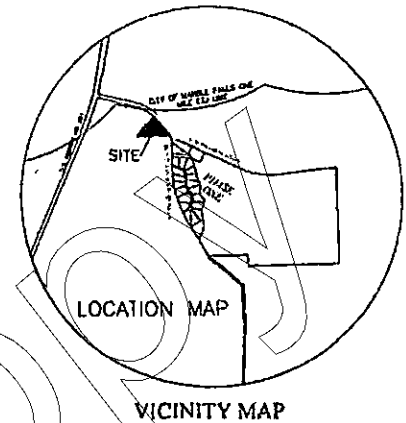
STATE OF TEXAS  
COUNTY OF DALLAS

THOMAS DANIELSON, A WHITE SUPREMACISTAL LANDLORD IN THE STATE OF TEXAS, INDICATES THAT THIS PLANT WAS FIRST PLANTED IN AN ALTHOUGH KNOWN MANNER ON THE GROUND UNDER MY SUPERVISION, AND THAT THIS PLANT IS A TRUE AND CORRECT REPRESENTATION OF THE SAME AS PLANTED IN THE COMMONLY KNOWN PLANTING OF THE GROUND.

WINDSWEPT HILL AND OFFICIAL STATION 9 DATE February 1960

1034911221. KOLAN, RUTH. S. 23 (1979)

- [illegible]



LEGEND	
●	1/2" REBAR FOUND
⊕	1/2" REBAR FOUND WITH CAP STAMPED "RPLS INT"
■	CONCRETE HIGHWAY ADJACENT FOUND
⊗	GLUED WASHER FOUND STAMPED "RPLS INT"
○	1/2" REBAR SET WITH CAP STAMPED "WILKS"
⊙	WASHER SET WITH WASHER STAMPED "WILKS"
△	REQUIRED POINT

OWNER/DEVELOPER  
CHARLES S. TREPPE IV  
FLAT ROCK RANCH, L.P.  
1301 CAPITAL OF TEXAS HIGHWAY NORTH  
SUITE A-134  
AUSTIN, TEXAS 78746  
(512) 379-5733

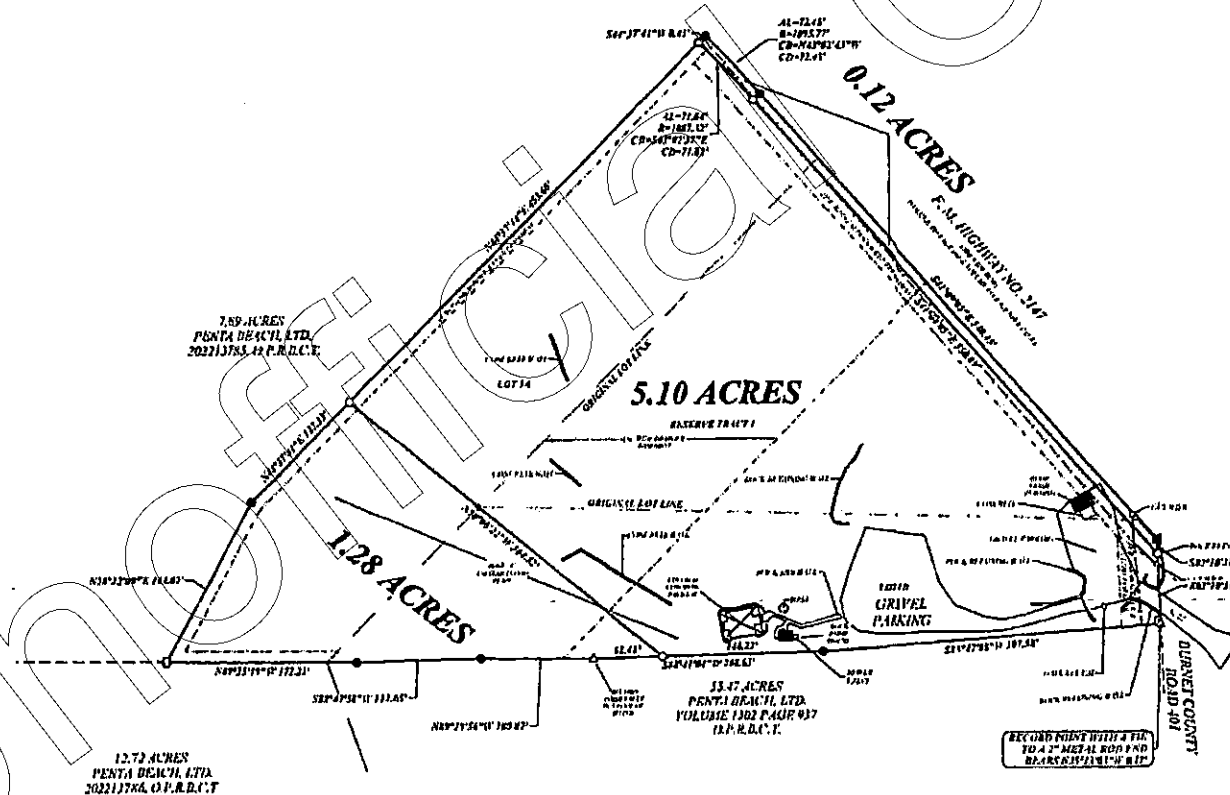
**SURVEY PLAT OF  
CAPSTONE  
RANCH**

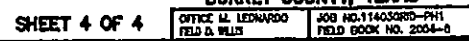
LOIS 1A, 1B AND RESERVE TRACT 1,  
PHASE ONE  
A PRIVATE SUBDIVISION  
CABINET 3, SLIDES 100 AND 101A, 11 AND C  
PLAT RECORDS  
BURNET COUNTY, TEXAS \*

OFFICE: FLORES  
DEPT: MARTINEZ

JOB NO. 16385

**WILLIS AND ASSOCIATES  
SURVEYORS AND PLANNERS  
310 MAIN STREET  
MARBLE FALLS, TEXAS 78654  
(830) 693-3566  
FIRM NUMBER: 10194764**





## LEGEND:

- DITCHES 1/2" DI. 84" P.D. 100' PLANTED ON STAMPS RPLS 1377
- DITCHES 1/2" DI. 84" P.D. 100' PLANTED ON STAMPS RPLS 1377
- DITCHES 1/2" DI. 84" P.D. 100'
- DITCHES CONCRETE MORGAN ROAD
- △ DITCHES BENCH MARK
- △ DITCHES COMPUTED POINT
- DITCHES POWER POLE
- DITCHES GUY WIRE ANCHOR
- DITCHES OVERHEAD UTILITIES
- DITCHES WIRE FENCE
- ( ) DITCHES RECORD INFORMATION

SCALE: 1" = 100'

## TYPICAL BUILDING SETBACK REQUIREMENTS:

- 10' ALONG ALL ROAD R.O.S. LINES (EXCEPT AS NOTED)
- 15' ALONG ALL SIDE LANE LINES (EXCEPT AS NOTED)
- 20' ALONG ALL REAR LOT LINES (EXCEPT AS NOTED)

## TYPICAL UTILITY REQUIREMENTS:

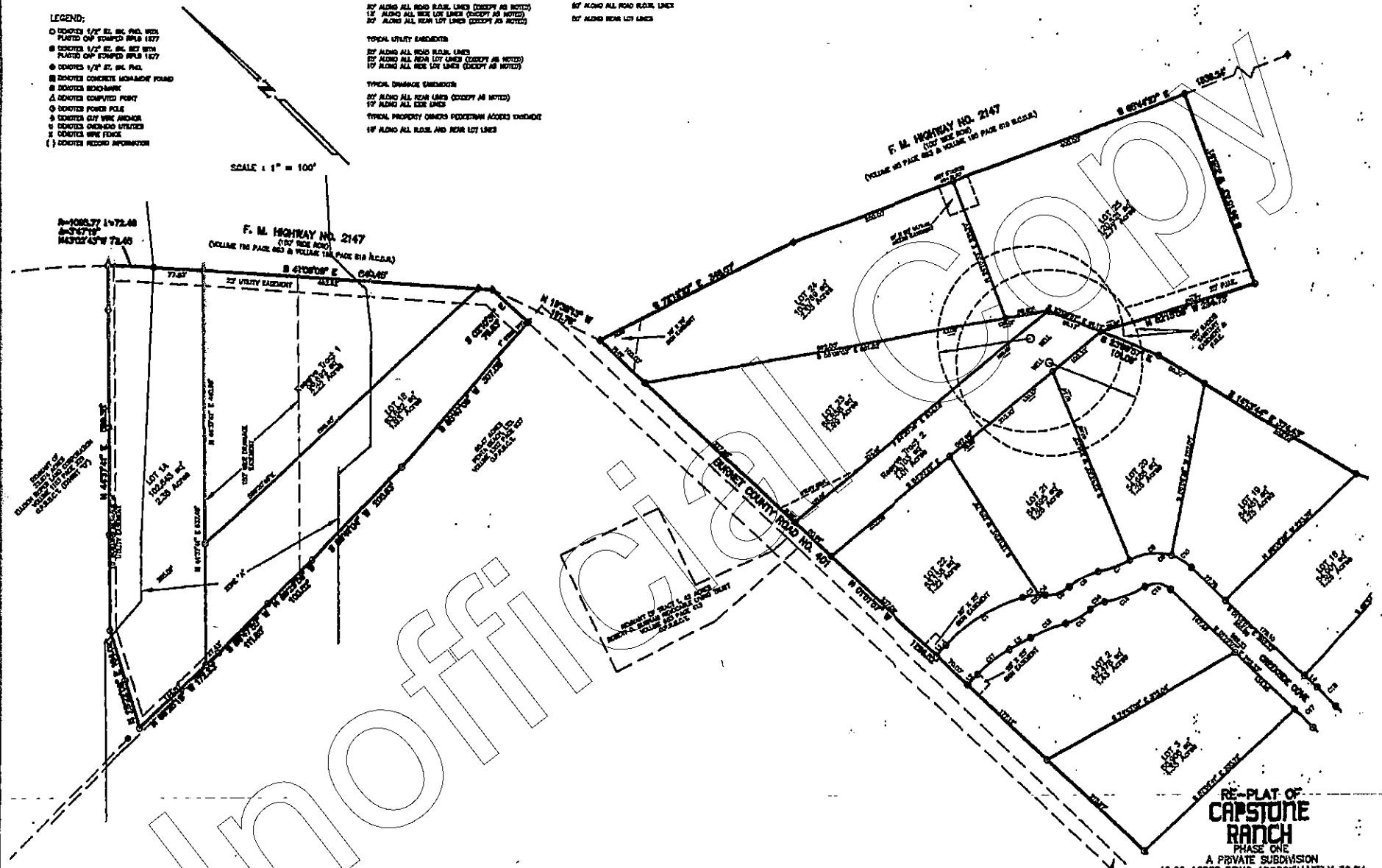
- 10' ALONG ALL ROAD R.O.S. LINES
- 15' ALONG ALL SIDE LOT LINES (EXCEPT AS NOTED)
- 10' ALONG ALL REAR LOT LINES (EXCEPT AS NOTED)

## TYPICAL DRAINAGE REQUIREMENTS:

- 10' ALONG ALL REAR LINES (EXCEPT AS NOTED)
- 15' ALONG ALL SIDE LINES
- TYPICAL PROPERTY OWNERS FLOODWATER ACCESS EASEMENT
- 10' ALONG ALL R.O.S. AND REAR LOT LINES

## TYPICAL WATER QUALITY PROTECTION AREA REQUIREMENTS:

- 50' ALONG ALL ROAD R.O.S. LINES
- 50' ALONG ALL REAR LOT LINES



# RE-PLAT OF CAPSTONE RANCH PHASE ONE

A PRIVATE SUBDIVISION  
48.00 ACRES BEING APPROXIMATELY 30.74  
ACRES OUT OF THE R. S. MORGAN  
SURVEY NO. 800 ABSTRACT NO. 587 AND  
APPROXIMATELY 14.35 ACRES OUT OF THE  
J. W. FRANKLIN SURVEY NO. 1003  
ABSTRACT NO. 341 AND BEING A PORTION  
OF TRACT L, 271.00 ACRES AND ALL OF  
TRACT R, 8.50 ACRES  
FLAT ROCK RANCH, L. F.  
VOLUME 1240 PAGE 488  
OF THE OFFICIAL PUBLIC RECORDS OF  
BURNET COUNTY, TEXAS

SHEET 3 OF 4

OFFICE: M. LEONARDO  
FIELD: D. HILL

JOB NO: 114030RD-PH1  
FIELD BOOK NO: 2004-6

Willis-Sherman Associates, Inc.



LAND SURVEYORS AND PLANNERS  
310 MAIN • MARBLE FALLS, TEXAS • 78854  
(830) 693-3366 FAX (830) 693-5362

EXHIBIT B  
Phase Two-A Plat

STATE OF TEXAS,  
COUNTY OF BURNET:

KNOW ALL MEN BY THESE PRESENTS: That PENTA CAPSTONE DEVELOPMENTS, L.P., acting herein by and through its General Partner, Travis Lakeside, Inc., being the owner of 15.39 acres of land being approximately 14.35 acres out of the J. W. Franklin Survey No. 1003 Abstract No. 341 and approximately 1.08 acres out of the J.H. Burnam Survey No. 608, Abstract No. 118 and being a portion of 127.60 acres conveyed to Penta Capstone Developments, LP, recorded in Volume 1298, Page 758 of the Official Public Records of Burnet County, Texas, do hereby subdivide same as shown hereon and do hereby adopt this plat of said subdivision to be known as "FINAL PLAT OF CAPSTONE RANCH PHASE TWO-A", as the official plat of same and do hereby dedicate the streets and easements shown hereon to the use of the property owners hereof forever.

IN WITNESS WHEREOF, FLAT ROCK RANCH, L.P., aforesaid, has caused the presents to be signed by Charlie Teeple, President of Travis Lakeside, Inc. on this 10th day of January, 2008.

PENTA CAPSTONE DEVELOPMENTS, L.P., BY:

TRAVIS LAKESIDE, INC.  
CHARLES S. TEEPLE, IV, President

STATE OF TEXAS,  
COUNTY OF BURNET:

Before me, a Notary Public in and for said County and State, on this day personally appeared Charles S. Teeple, IV, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that the same was for the act of said Partition and that he executed the same for the purposes and consideration therein expressed and in the capacity therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of January, 2008.

STATE OF TEXAS,  
COUNTY OF BURNET:

The attached plat of 15.39 acres of land being approximately 14.35 acres out of the J. W. Franklin Survey No. 1003 Abstract No. 341 and approximately 1.08 acres out of the J.H. Burnam Survey No. 608, Abstract No. 118 and being a portion of 127.60 acres conveyed to Penta Capstone Developments, LP, recorded in Volume 1298, Page 758 of the Official Public Records of Burnet County, Texas, to be known as "FINAL PLAT OF CAPSTONE RANCH PHASE TWO-A", was found to comply with the Statutes and Laws of the State of Texas and was approved for filing thereof in the Plat Records of Burnet County, Texas.

IN APPEAL OF THIS PLAT BY THE COMMISSIONER'S COURT OF BURNET COUNTY, TEXAS, IT IS UNDERSTOOD THAT BUILDING AND MAINTENANCE OF ALL STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES DESIGNATED AND SHOWN ON THIS PLAT AND BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, AND OTHER THOROUGHFARES OR IN CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS OR DEVELOPERS OF THE TRACT OF LAND COVERED BY THIS PLAT ACCORDING TO THE PLANS AND SPECIFICATIONS, AS PRESCRIBED BY THE COMMISSIONER'S COURT OF BURNET COUNTY, TEXAS; THE COUNTY SHALL NOT ACCEPT ALL OR A PORTION OF THE ROADS IN THIS SUBDIVISION FOR MAINTENANCE.

TO WIT: I, the undersigned as County Judge of Burnet County, Texas, this 10th day of January, 2008.

JOE DICKSON, Commissioner, District 4

DAVID KROGER, County Judge, Burnet County, Texas

STATE OF TEXAS,  
COUNTY OF BURNET:

I, Janet Parker, County Clerk of County Court of said County, do hereby certify that the foregoing instrument with its Certificate of Authentication was filed for record on this 14th day of January, 2008, at 10:27 o'clock A. M. and was duly recorded this 14th day of January, 2008, at 10:27 o'clock A. M. in Cabinet 4 of the 4500100 of the Burnet County Plat Records.

WITNESS MY HAND AND OFFICIAL SEAL this 14th day of January, 2008.

STATE OF TEXAS,  
COUNTY OF BURNET:

I, Donald Sherman, a registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat of "FINAL PLAT OF CAPSTONE RANCH PHASE TWO-A", was prepared from an actual survey made on the ground under my supervision, and that said plat is a true and correct representation of same as I located its component parts on the ground.

WITNESS MY HAND AND OFFICIAL SEAL this 10th day of January, 2008.

NOTE:

The Water Quality Protection Area in the form of front and rear Building Setbacks is used to improve the quality of storm water runoff from developed lands. No structure or other improvement may be constructed or maintained within the Building Setbacks except driveway and sidewalk crossings. The Water Quality Protection Area may be enforced by the Lower Colorado River Authority, the Capstone Ranch Property Owners Association or any governmental entity.

LOWER COLORADO RIVER AUTHORITY  
Date 01/09/2008

STATE OF TEXAS,  
COUNTY OF BURNET:

Field notes to accompany a Plat of 15.39 acres consisting of (14.35 acres out of the J.W. Franklin Survey No. 1003, Abstract No. 341 and 1.08 acre out of the J.H. Burnam Survey No. 608, Abstract No. 118) and being a portion of 127.60 acres conveyed to Penta Capstone Developments, LP, recorded in Volume 1298, Page 758 of the Official Public Records of Burnet County, Texas, the basis of showing said plat comply to the Texas Land Survey Act, Central Zone, NAD 83. Distances shown are grid distances. Surface distances can be obtained using a surface adjustment factor of 1.00012. (1) Surveyed performance.

Beginning at a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 being the Southeast corner of Lot 10 Capital of Capstone Phase One recorded in Cabinet 3, Sheet 1830, 184A-C of the Burnet County Plat Records, the Southwest corner of said 15.39 acres and in the East right of way line of Burnet County Road No. 401;

Thence along the West line of this 15.39 acres and the East line of said Lot 10 N20°37'16"E, 390.17' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

Thence along the West line of this 15.39 acres and the East line of said Lot 10 N20°37'16"E, 390.17' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

Thence, L48, N43°43'32"E, 62.31'; Thence, S31°52'12"E, 287.84';

Thence along a curve to the right CM, with a radius of 83.00', an arc length of 64.40', a delta angle of 43°24'58", and a bearing and distance of N02°44'37"E, 62.87';

Thence, L19, N44°26'56"E, 58.35';

Thence along a curve to the left CM, with a radius of 65.00', an arc length of 54.79', a delta angle of 47°51'17", and a bearing and distance of N20°31'17"E, 52.75';

Thence, L36, N07°42'11"W, 50.14';

Thence along a curve to the right CM, with a radius of 173.00', an arc length of 64.72', a delta angle of 21°11'36", and a bearing and distance of N14°00'19"W, 64.36';

Thence, L22, N74°16'19"W, 57.58' being the Northeast corner hereof;

Thence along the North line of the 15.39 acres and the East line of said Lot 10 N20°37'16"E, 390.17' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

Thence, L47, N43°27'41"E, 50.00';

Thence along a curve to the right CM, with a radius of 85.00', an arc length of 37.08', a delta angle of 24°29'08", and a bearing and distance of N12°06'34"W, 34.78';

Thence, N88°40'55"E, 339.64';

Thence along the East line of this 15.39 acres and the East line of said Lot 10 N20°37'16"E, 390.17' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof;

Thence, S09°00'00"E, 154.47'; Thence, N38°57'51"W, 171.03';

Thence along a curve to the right CM, with a radius of 175.00', an arc length of 119.30', a delta angle of 35°04'42", and a bearing and distance of N69°21'10"W, 117.25';

Thence, L31, S40°18'50"W, 50.00'; Thence, S15°19'11"W, 368.84';

Thence along the South line of this 15.39 acres and the North line of said Lot 10 N20°37'16"E, 390.17' to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 in the West line of said Burnet County Road No. 401;

Thence along the West line of this 15.39 acres and the East line of said Burnet County Road No. 401 the next 2 calls to a 1/2" steel stake found with plastic cap stamped R.P.L.S. 1877 for an angle point hereof are as follows;

Thence, L31, N51°11'27"W, 142.21';

Thence, N51°42'27"W, 511.47' to the Place of Beginning.

0800368

1. BEARING BASE: ALL BEARING DISTANCES AND ELEVATIONS ARE BASED ON TEXAS UNIFORM GRID, CENTRAL ZONE, AND S/M/NO IS LOW, LUNA, 1983 CONTROL POINTS. SURFACE DISTANCES CAN BE OBTAINED USING SURFACE ADJUSTMENT FACTOR OF 1.00012.
2. FLOOD NOTE: THE PROPERTY SHOWN HEREON IS WITHIN ZONE "A" AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN AS RECORDED IN BURNET COUNTY FIRM MAP NO. 48053C 03100 DATED NOVEMBER 18, 1995.
3. NO PORTION OF THE PROPERTY SHOWN HEREON IS WITHIN THE ETC OF AN INCORPORATED CITY.
4. EACH LOT SHOWN HEREON SHALL CONTAIN AN ON SITE STORM FACILITY MEETING THE REQUIREMENTS OF BURNET COUNTY, TEXAS.
5. WATER WILL BE PROVIDED TO EACH LOT BY CAPSTONE ON THE CREEK WATER SYSTEM. THE COUNTY SHALL NOT BE RESPONSIBLE FOR THE QUANTITY OR QUALITY OF A RELIABLE WATER SOURCE.
6. ELECTRICAL SERVICE SHALL BE PROVIDED BY PEA.
7. TELEPHONE SERVICE SHALL BE PROVIDED BY AT&T.

OWNER/DEVELOPER:  
CHARLES S. TEEPLE IV  
PENTA CAPSTONE DEVELOPMENTS, LP  
1301 CAPITAL OF TEXAS HIGHWAY-SOUTH  
SUITE A-154  
AUSTIN, TEXAS 78746  
(512) 329-5755

NOTE:

The Water Quality Protection Easement is for the sole purpose of protecting the environment by improving the quality of storm runoff from developed lands. No structure or other improvement may be constructed or maintained within a Water Quality Protection Easement area. The owner of a lot with a Water Quality Protection Easement shall establish, restore, maintain and preserve native grass vegetation within the Water Quality Protection Easement area on that lot.

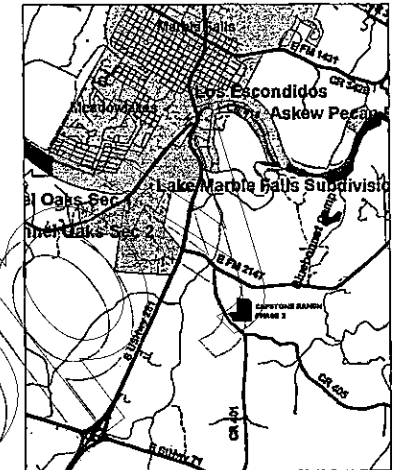
The Water Quality Protection Easement may be amended with respect to any particular lot without the consent of the owner of any other lot. Any such amendment must be in writing signed by the owner of the lot in question and an authorized representative of the Legends Property Owner's Association, its successor or assign, or any other governmental entity with proper authority. Any amendment must also be properly notarized and recorded in the appropriate county records.

The Water Quality Protection Easement may be enforced by the Lower Colorado River Authority or any other governmental entity with the authority to protect the environment for the benefit of the public, by injunction or other action in a court of appropriate jurisdiction.

Lower Colorado River Authority

01/09/2008

Date



FINAL PLAT OF  
CAPSTONE  
RANCH

PHASE TWO-A  
15.39 ACRES CONSISTING OF 14.31  
ACRES  
OUT OF THE J.W. FRANKLIN SURVEY  
NO. 1003, ABSTRACT NO. 341  
AND 1.08 ACRES OUT OF THE J.H.  
BURNAM SURVEY NO. 608, ABSTRACT  
NO. 118  
BURNET COUNTY, TEXAS

SHEET 1 OF 2

OFFICE SWILR  
FIELD J.MARTINA

JOB NO. 11403  
FIELD BOOK NO. N/A

Willis - Sherman Associates, Inc.



LAND SURVEYORS AND PLANNERS  
510 MAIN • MARBLE FALLS, TEXAS • 78654  
(830) 693-3586 FAX (830) 693-3582

Year	Country	Population (millions)	Urban population (millions)	Urban population (%)
1950	Algeria	2.5	0.5	20
1951	Algeria	2.5	0.5	20
1952	Algeria	2.5	0.5	20
1953	Algeria	2.5	0.5	20
1954	Algeria	2.5	0.5	20
1955	Algeria	2.5	0.5	20
1956	Algeria	2.5	0.5	20
1957	Algeria	2.5	0.5	20
1958	Algeria	2.5	0.5	20
1959	Algeria	2.5	0.5	20
1960	Algeria	2.5	0.5	20
1961	Algeria	2.5	0.5	20
1962	Algeria	2.5	0.5	20
1963	Algeria	2.5	0.5	20
1964	Algeria	2.5	0.5	20
1965	Algeria	2.5	0.5	20
1966	Algeria	2.5	0.5	20
1967	Algeria	2.5	0.5	20
1968	Algeria	2.5	0.5	20
1969	Algeria	2.5	0.5	20
1970	Algeria	2.5	0.5	20
1971	Algeria	2.5	0.5	20
1972	Algeria	2.5	0.5	20
1973	Algeria	2.5	0.5	20
1974	Algeria	2.5	0.5	20
1975	Algeria	2.5	0.5	20
1976	Algeria	2.5	0.5	20
1977	Algeria	2.5	0.5	20
1978	Algeria	2.5	0.5	20
1979	Algeria	2.5	0.5	20
1980	Algeria	2.5	0.5	20
1981	Algeria	2.5	0.5	20
1982	Algeria	2.5	0.5	20
1983	Algeria	2.5	0.5	20
1984	Algeria	2.5	0.5	20
1985	Algeria	2.5	0.5	20
1986	Algeria	2.5	0.5	20
1987	Algeria	2.5	0.5	20
1988	Algeria	2.5	0.5	20
1989	Algeria	2.5	0.5	20
1990	Algeria	2.5	0.5	20
1991	Algeria	2.5	0.5	20
1992	Algeria	2.5	0.5	20
1993	Algeria	2.5	0.5	20
1994	Algeria	2.5	0.5	20
1995	Algeria	2.5	0.5	20
1996	Algeria	2.5	0.5	20
1997	Algeria	2.5	0.5	20
1998	Algeria	2.5	0.5	20
1999	Algeria	2.5	0.5	20
2000	Algeria	2.5	0.5	20
2001	Algeria	2.5	0.5	20
2002	Algeria	2.5	0.5	20
2003	Algeria	2.5	0.5	20
2004	Algeria	2.5	0.5	20
2005	Algeria	2.5	0.5	20
2006	Algeria	2.5	0.5	20
2007	Algeria	2.5	0.5	20
2008	Algeria	2.5	0.5	20
2009	Algeria	2.5	0.5	20
2010	Algeria	2.5	0.5	20
2011	Algeria	2.5	0.5	20
2012	Algeria	2.5	0.5	20
2013	Algeria	2.5	0.5	20
2014	Algeria	2.5	0.5	20
2015	Algeria	2.5	0.5	20
2016	Algeria	2.5	0.5	20
2017	Algeria	2.5	0.5	20
2018	Algeria	2.5	0.5	20
2019	Algeria	2.5	0.5	20
2020	Algeria	2.5	0.5	20

[illegible]

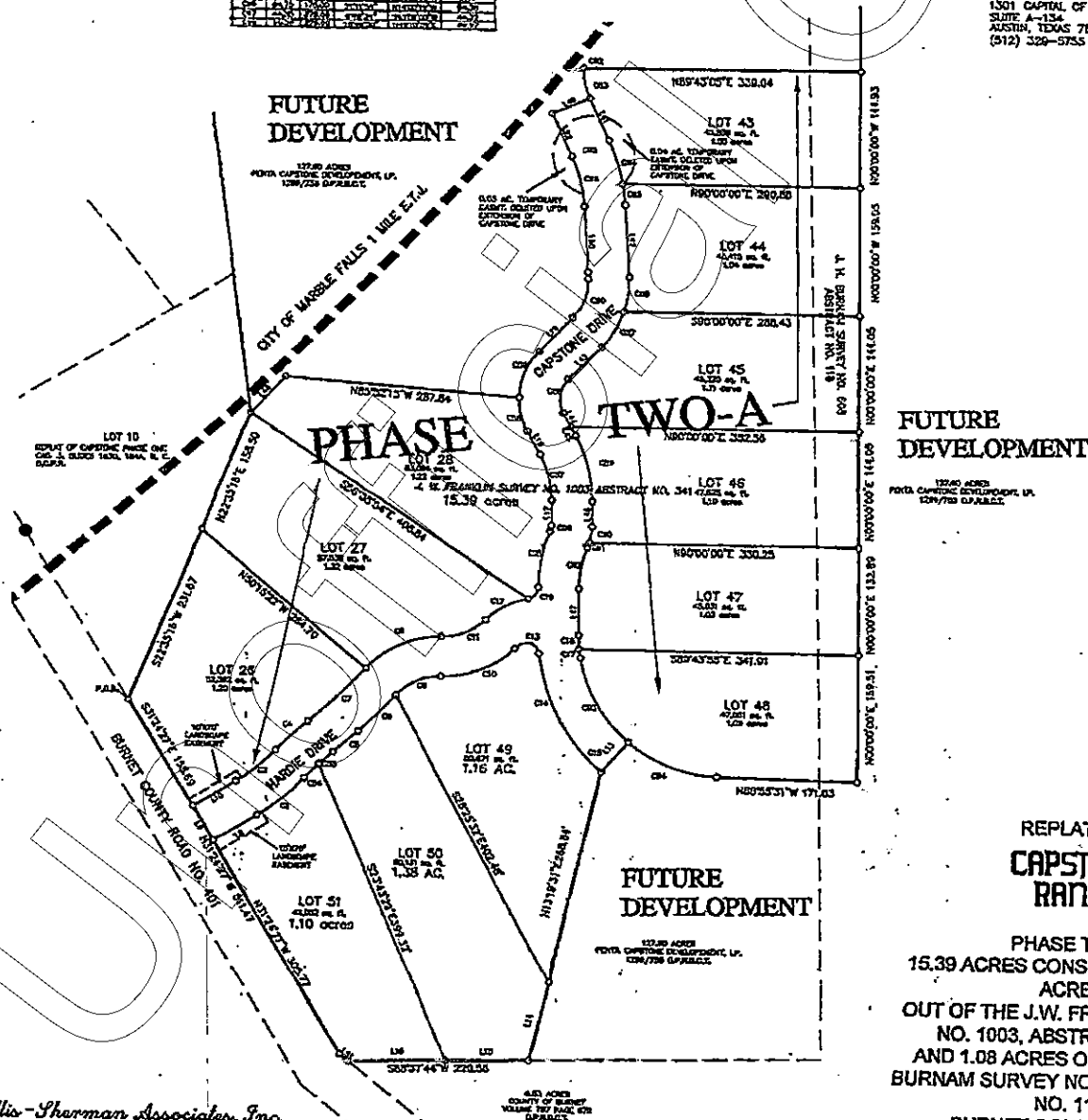
TYPICAL BUILDING STRUCTURE DIMENSIONS:  
 1ST FLOOR ALL ROOMS 8'0" LINES EXCEPT AS NOTED  
 2ND FLOOR ALL ROOMS 10'0" LINES  
 3RD FLOOR ALL ROOMS 10'0" LINES  
 TYPICAL WATER CLOSET DIMENSIONS AND:  
 8'0" FLOOR ALL ROOMS 8'0" LINES  
 2ND FLOOR ALL ROOMS 10'0" LINES  
 TYPICAL UTILITY DIMENSIONS:  
 1ST FLOOR ALL ROOMS 8'0" LINES  
 2ND FLOOR ALL ROOMS 10'0" LINES  
 3RD FLOOR ALL ROOMS 10'0" LINES  
 TYPICAL CHIMNEY DIMENSIONS:  
 1ST FLOOR ALL ROOMS 8'0" LINES  
 2ND FLOOR ALL ROOMS 10'0" LINES

1. SAVING IDEAS, ALL TECHNICAL SKILLS AND KNOWLEDGE ARE KEPT ON THE LANDS OF GOD, CHURCH, STATE, AND AS/AN INDIVIDUAL. NO ONE CAN OWN OR CONTROL ANY TECHNICAL SKILLS OR KNOWLEDGE. ALL TECHNICAL SKILLS ARE KEPT ON THE LANDS OF GOD, CHURCH, STATE, AND AS/AN INDIVIDUAL. ALL TECHNICAL SKILLS ARE KEPT ON THE LANDS OF GOD, CHURCH, STATE, AND AS/AN INDIVIDUAL.
2. PLACED WITH THE PROPERTY CHURCH, STATE, AND AS/AN INDIVIDUAL. NO ONE CAN OWN OR CONTROL ANY TECHNICAL SKILLS OR KNOWLEDGE. ALL TECHNICAL SKILLS ARE KEPT ON THE LANDS OF GOD, CHURCH, STATE, AND AS/AN INDIVIDUAL.
3. NO PROBLEM OF THE PROPERTY CHURCH, STATE, AND AS/AN INDIVIDUAL. NO ONE CAN OWN OR CONTROL ANY TECHNICAL SKILLS OR KNOWLEDGE. ALL TECHNICAL SKILLS ARE KEPT ON THE LANDS OF GOD, CHURCH, STATE, AND AS/AN INDIVIDUAL.
4. NO PROBLEM OF THE PROPERTY CHURCH, STATE, AND AS/AN INDIVIDUAL. NO ONE CAN OWN OR CONTROL ANY TECHNICAL SKILLS OR KNOWLEDGE. ALL TECHNICAL SKILLS ARE KEPT ON THE LANDS OF GOD, CHURCH, STATE, AND AS/AN INDIVIDUAL.
5. NO PROBLEM OF THE PROPERTY CHURCH, STATE, AND AS/AN INDIVIDUAL. NO ONE CAN OWN OR CONTROL ANY TECHNICAL SKILLS OR KNOWLEDGE. ALL TECHNICAL SKILLS ARE KEPT ON THE LANDS OF GOD, CHURCH, STATE, AND AS/AN INDIVIDUAL.
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SCALE: 1"=100'

LEGEND:  
 O DENOTES 1/2" ST. AL. STEEL WITH  
 PLATING OF GALVANIZED WPLS 1677  
 \* DENOTES 1/2" ST. AL. STEEL

OWNER/DEVELOPER:  
CHARLES S. TEEPLE IV  
PONTA CASTONE DEVELOPMENTS, LP  
1301 CAPITAL OF TEXAS HIGHWAY SOUTH  
SUITE A-134  
AUSTIN, TEXAS 78748  
(512) 329-5755



*Willis-Sherman Associates, Inc.*



**LAND DEVELOPERS AND PLANNERS**  
310 MAIN • MARBLE FALLS, TEXAS • 78054  
(817) 635-3585 FAX (817) 635-3582

**SHEET 2 OF 2**

OFFICE DUTIES  
FIELD J. MARTINEZ

JOS NO. 11403  
FIELD BOOK NO. N/A

**EXHIBIT C**  
**Phase Two-B Plat**



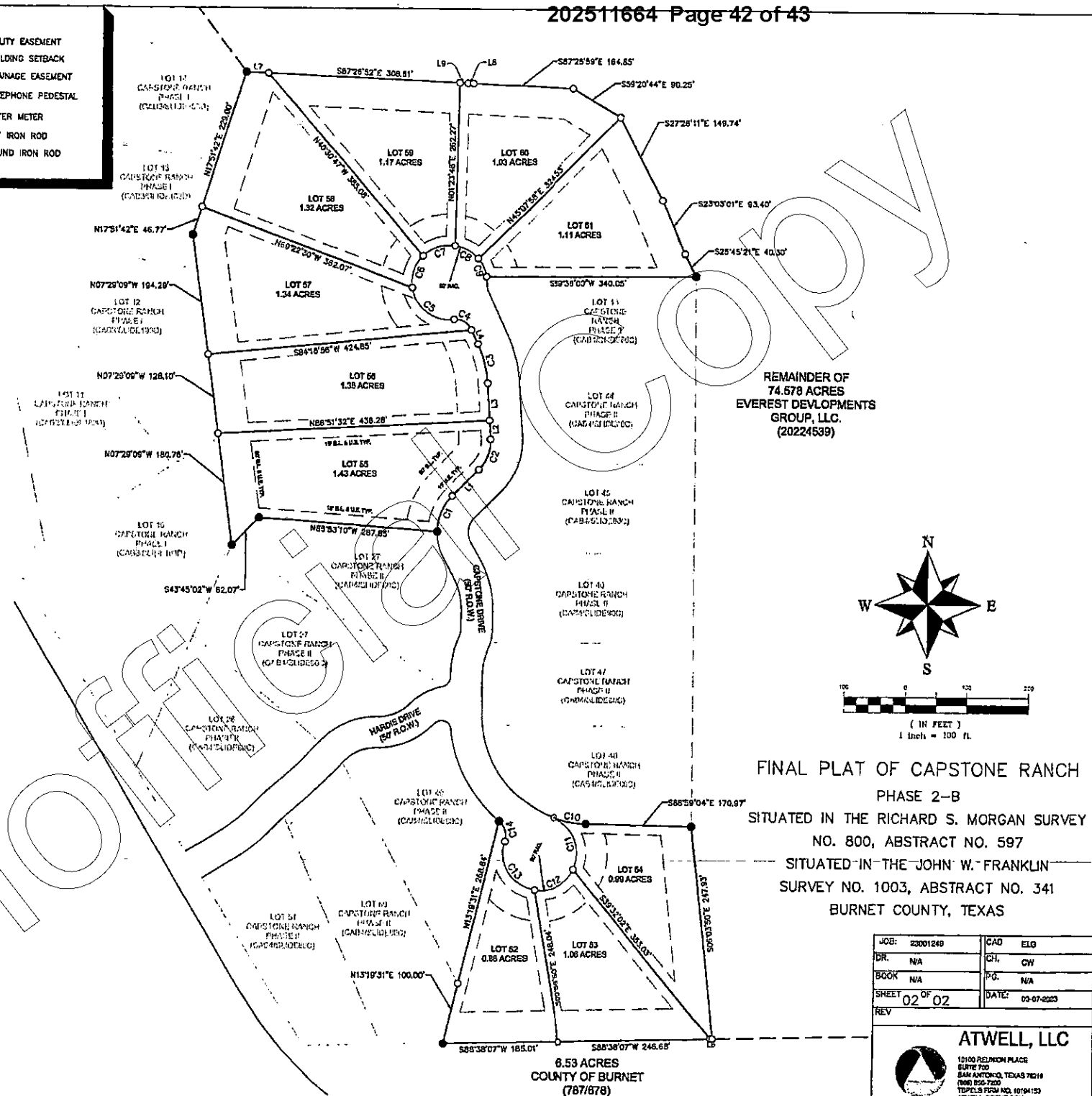


## LEGEND

FIR	FOUND IRON ROD	U.E.	UTILITY EASEMENT
SIRC	SET IRON ROD CAPPED	B.S.	BUILDING SETBACK
FIP	FOUND IRON PIPE	D.E.	DRAINAGE EASEMENT
OPRBC	OFFICIAL PUBLIC RECORDS, BURNET COUNTY, TEXAS	[T]	TELEPHONE PEDESTAL
PRBC	PLAT RECORDS, BURNET COUNTY, TEXAS	[W]	WATER METER
DRBC	DEED RECORDS, BURNET COUNTY, TEXAS	○	SET IRON ROD
		●	FOUND IRON ROD


LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S44°26'50"W	58.56'
L2	S3°24'37"E	29.81'
L3	S3°24'27"E	80.34'
L4	S24°30'25"E	24.89'
L5	S88°38'07"W	3.18'
L7	S87°28'52"E	35.45'
L8	S87°42'02"E	5.22'
L9	S87°28'52"E	12.99'

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING
C1	84.41'	85.00'	43°24'49"	S22°44'31"W
C2	54.30'	85.00'	47°51'50"	S20°31'11"W
C3	84.75'	175.00'	21°12'03"	S14°00'25"E
C4	31.88'	25.00'	73°17'38"	S61°15'08"E
C5	93.77'	60.00'	89°32'28"	S33°07'43"E
C6	55.89'	80.00'	53°22'01"	S18°20'01"W
C7	56.48'	60.00'	53°56'17"	S71°59'10"W
C8	43.29'	80.00'	41°20'16"	N60°22'33"W
C9	31.77'	60.00'	30°20'29"	N24°32'11"W
C10	58.25'	175.00'	18°18'13"	S79°44'33"E
C11	101.65'	60.63'	96°03'44"	N22°50'58"W
C12	78.77'	60.63'	74°28'19"	N62°24'01"E
C13	103.84'	60.63'	85°07'36"	S31°10'03"E
C14	35.36'	30.00'	87°32'28"	S18°01'29"E



**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS 202511664

RES Fee: \$193.00  
11/18/2025 11:13 AM

*Vicinta Stafford* 

Vicinta Stafford, County Clerk  
Burnet County, Texas

Unofficial

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