

**After Recording, Please Return To:**  
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**Dallas, Texas 75201**

**STATE OF TEXAS**

**COUNTY OF JOHNSON**

**THIRD AMENDMENT TO  
COVENANT OF CONSTRUCTION, FENCE & USE  
RESTRICTIONS**

**M3 RANCH**

**INTRODUCTORY PROVISIONS**

**WHEREAS**, the Declaration of Covenants, Conditions & Restrictions for M3 Ranch was filed on January 29, 2021, as Instrument No. 2021-3445 in the Official Public Records of Johnson County, Texas ("*Declaration*") by M3 Ranch Development, Inc., a Texas corporation ("*Declarant*"); and

**WHEREAS**, the Declarant filed the M3 Ranch Covenant of Construction, Fence & Use Restrictions on January 29, 2021, as Instrument No. 2021-3452 in the Official Public Records of Johnson County, Texas ("*Covenant*"); and

**WHEREAS**, the Covenant was amended by virtue of that certain First Amendment to the Covenant of Construction, Fence & Use Restrictions, filed on November 24, 2021, as Instrument No. 2021-44751 in the Official Public Records of Johnson County, Texas ("*First Amendment*"); and

**WHEREAS**, the Covenant was amended by virtue of that certain Second Amendment to the Covenant of Construction, Fence & Use Restrictions, filed on October 31, 2024, as Instrument

No. 2024-30986 in the Official Public Records of Johnson County, Texas ("*Second Amendment*");  
and

**WHEREAS**, the Covenant, First Amendment, and Second Amendment are collectively referred to as the "*M3 Ranch Covenant*" and

**WHEREAS**, the Declaration and M3 Ranch Covenant affect certain tracts or parcels of real property located in Mansfield, Johnson County, Texas, more particularly described in the Declaration, as amended or supplemented ("*Addition*"); and

**WHEREAS**, under Article 15, Section 15.4 of the Declaration and Article 4 of the M3 Ranch Covenant, the Declarant, during the Development Period, has the exclusive right to unilaterally amend, correct, supplement, and restate the M3 Ranch Covenant; and

**WHEREAS**, the Development Period has not expired or lapsed; and

**WHEREAS**, the following amendment to the M3 Ranch Covenant has been approved by the Declarant.

**NOW, THEREFORE**, the M3 Ranch Covenant is hereby amended by the Declarant and states as follows:

- M3 Ranch Covenant, Part 1, Appendix B, Section 1.B.5 titled "Exterior Wall Materials", is hereby deleted and amended to read, in its entirety, as follows:

***1.B.5. Exterior Wall Materials. The type, quality, and color of exterior wall materials must be approved by the Architectural Reviewer and City ordinance, and regulations (as applicable). Generally, on all two-story dwellings, at least 80 percent of the dwelling's total exterior area, minus windows and doors, must be masonry, provided that the 100 percent of the dwelling's front facade or elevation must be masonry where structurally possible. Subject to Architectural Reviewer approval and limited to the front facade or elevation, the limited use of board and batten which consists of vertical siding or boards with narrow strips (battens) to create a textured, classic aesthetic appeal, may be possible. On all***

*one-story dwellings, 100 percent of the dwelling's total exterior area, minus windows and doors, must be masonry. In addition to the foregoing, for any dwelling which is located on a street of M3 Ranch, the side(s) and/or back of the dwelling which faces the street must be 100 percent masonry where structurally possible, and for any dwelling which is located adjacent to an "open space" (as depicted in the Interior Screening and Fence Standards Plan, which is attached to Part 2, Appendix A of this M3 Ranch Covenant as Exhibit 2.A.1.3), the side(s) and/or back of the dwelling which faces the "open space" must be 100 percent masonry where structurally possible.*

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The terms and provisions of the M3 Ranch Covenant, except as modified herein, are hereby declared to be in full force and effect with respect to the Addition. The Addition shall continue to be held, occupied, sold, and conveyed subject to the terms and conditions of the Declaration, the M3 Ranch Covenant, and this Third Amendment to the M3 Ranch Covenant which shall run with title to the Addition and are binding on all parties having any right, title or interest in and to the Addition or any part thereof, including their heirs, representatives, successors, transferees, and assigns, and shall inure to the benefit of each Owner thereof.

IN WITNESS WHEREOF, the Declarant has caused this Third Amendment to the M3 Ranch Covenant to be filed with the office of the Johnson County Clerk and is made to be effective as of the 11<sup>th</sup> day of March, 2026.

[SIGNATURE PAGE TO IMMEDIATELY FOLLOW]

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**Johnson County  
April Long  
Johnson County  
Clerk**

**Instrument Number:** 2026 - 6996

eRecording - Real Property

Amendment

**Unofficial Copy**

Recorded On: March 11, 2026 10:57 AM

Number of Pages: 5

**" Examined and Charged as Follows: "**

Total Recording: \$37.00

**\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

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

**File Information:**

Document Number: 2026 - 6996  
Receipt Number: 20260311000059  
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**Record and Return To:**

Corporation Service Company

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**STATE OF TEXAS  
COUNTY OF JOHNSON**

**I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Johnson County, Texas.**

April Long  
Johnson County Clerk  
Johnson County, TX

*April Long*