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Jennifer Fogg, Rockwall County Clerk

DECLARATION, COVENANTS and RESTRICTIONS

FOR THE SUBDIVISION KNOWN AS

MUNSON RANCH

ROCKWALL COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF ROCKWALL

WHEREAS, George Roddy, President of Ryan Z. and Associates, Inc. being the "Developer" of the property platted as "MUNSON RANCH" a subdivision in Rockwall County, Texas, and duly recorded in **Document # 20230000014564** in the plat records of Rockwall County, Texas does hereby restrict the use of said property and impose the following restrictions upon said property hereinafter set forth development and their heirs, personal representatives, successors, and assigns.

DEFINITIONS

"Covenants" means the covenants, conditions, and restrictions contained in this document.

"Developer" means George Roddy, President of Ryan Z. and Associates, an individual, company and any successor that acquires all purpose of developing and is named as successor in a recorded document.

"Declaration" means and refers to this "Declaration of Covenants, Conditions, Restrictions; Easements; Charges, and Liens on and for the MUNSON RANCH subdivision, together with all amendments, alterations, modifications, changes or supplements hereto.

"Easements" means Easements within the property for utility, drainage, and other purposes as shown on the Plat of record.

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

"Owner" means every record Owner of a fee interest in a Lot.

"Slab" means a concrete foundation in which a Residence, Building Structure, or Improvement is to be built upon.

"Plat" means a property recorded in the Plat Record of real property records of Rockwall County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

"Residence" means a building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

"Dwelling" means any building situated on the lot. Which is designed and intended for use and occupancy as a Residence.

"Single Family" means a group of individuals related by blood, adoption, or marriage or several unrelated roommates not exceeding the number of bedrooms in a residence.

"Subdivision" means the Property covered by the Plat and any additional property made subject to this Declaration.

"Improvement" means any physical change to the land or to an existing structure which alters the physical appearance, characteristics or properties of the land or structure.

"Properties" means and refers to the land described any future phases Platted as Munson Ranch, or any other land hereafter expressly made subject to these Covenants by Developer.

"Resident" Means each Owner, each individual lawfully domiciled in a Dwelling and each person residing on any part of the properties who is a bona-fide lessee pursuant to a written lease agreement with an owner.

"Out Building" means any building not attached to the Residence.

"Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

"ACC" means the Architectural Control Committee established by this Declaration.

"Assessment" means any amount due by an Owner or levied against an owner.

"Footprint" means the dimensional floor plan site in which a Residence is to be built upon.

"Structure" means, but shall not be limited to, any improvement on a lot, including additions or alterations to any buildings, out buildings, greenhouses, kennels or other buildings for the care of animals; the erection of fences, the grading, scraping, excavation, or other rearranging of the surface of any lot, and the construction of any driveway, alleyway. Walkway, entryway, swimming pool, recreation equipment, landscaping, patio, or and other similar item.

"ROW" means right of way

"Builder" means and refers to each entity or individual which is regularly engaged in the ordinary business of construction residential dwellings on Subdivision Lots for sale to homeowners as their intended primary residence.

ARTICLE ONE
ARCHITECTURAL CONTROL

DEVELOPER CONTROL

(A.) The authority to grant or withhold architectural control approval as referred to herein is vested in the Developer or its Agent; except however, the Developer may, at any time, appoint an ACC of (3) individuals to enforce exterior maintenance restrictions set out herein, or to approve Structure or Improvement purpose for any lot; however, Residence plan approval shall remain with Developer or its Agent. Developer, and or its Agent, shall have the right to be present on Lots, and in Residence, Structures, or improvements during the construction phase and shall have the authority to stop construction should a covenant or restriction set out herein be violated.

PLANS AND SPECIFICATION APPROVAL

(B) For the purpose of further insuring the development, as an area of high standards, no Residence, Building, Structures, or Improvements may be erected on any Lot, without the prior written approval of the Developer, it's Agent, or the ACC. Approval shall be granted or withheld based on compliance with the provisions hereof, quality of materials harmony of external design with the existing and proposed structures, obstruction of view, and finished grade elevation.

APPLICATION TO ACC / MEETING OF ACC

{C.) The ACC shalt meet within ten (10) days after any person has made written application to it for approval, submitting with such application one (1) set of plans and specifications for such improvements. Such application shall be sent by mail or delivered to the ACC

JUDGMENT OF DEVELOPER OR ACC ARE CONCLUSIVE

(1.) Approval or disapproval as to architectural control matters, as set forth in the preceding provisions shall be in writing. The judgment of the Developer, its Agent, or the ACC in this respect shall be final and conclusive. In the event that the authority
exercising the prerogative of approval or disapproval (whether the Developer, its Agent, or the ACC) fails to approve or disapprove in writing any plans and specifications submitted to it in compliance with the preceding provisions within sixty (60) days following such submission, such plans and specifications shall be deemed approved and the construction of any such, Residence, Building, structure and other Improvement may be commenced and proceeded with in compliance with all such plans and specifications and all of other terms and provisions hereof.

DEVIATIONS NOT PERMITTED

(2.) The ACC shall not be permitted to grant deviations from the restrictions specifically set forth in these restrictive, covenants, except as otherwise herein noted.

APPROVAL GIVEN AS OPINION

(3.) The granting of the aforesaid approval shall constitute only an expression of opinion, whether by the Developer, per, its Agent, or the ACC, that the terms and provisions hereof shall be complied with if the Residence, Buildings, Improvements or other Structures are erected in accordance with said plans and specifications and Plat; and such approval shall not constitute any nature of waiver or estoppel either as to the persons expressing such approval or any other person in the event that such Residence, Buildings Improvements or Structures are not constructed in accordance with such plans and specifications and Plat or in the event that such Residence, Buildings, Improvements or

Structures are not constructed in accordance with the provisions hereof. Further, no person exercising any prerogative of approval or disapproval shall incur any liability by reason of the good faith exercise thereof. Exercise of any such prerogative by one (1) or more members of the ACC in their capacity ass such shall not constitute action by the Developer after the election of such ACC members.

NO COMPENSATION

(D.) The members of the ACC shall never be entitled to any compensation for services rendered pursuant to this Covenant.

DURATION OF ACC

(E.) Should an ACC be implemented, the powers and duties of such ACC, and of its designated representatives, shall cease thirty (30) years from the date thereof. Thereafter, the approvals described shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then recorded owners of a majority of the Lots in this addition and duly recorded, appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said ACC. Approval of plans, structures, improvements and specifications by the Developer, its Agent, or the ACCC shall in no way relieve the Owner or Builder of any violation of the restrictions, nor from any violation of the building codes for the City of Royse City.

RE-SUBDIVISION

(F.) No Lot shall be re-subdivided and no Residence, Buildings, Structures or other Improvements of any character shall be erected or placed, or the erection or placing thereof commenced, or changes made in the design thereof or any addition made thereto or exterior alteration made therein after original construction, on any property in Munson Ranch without approval (as hereinafter provided) of such re-subdivision or of the construction plans and specifications and a site plan showing the location of such Residence, Buildings, Structures or other Improvements. Approval shall be granted or withheld based on compliance with the provisions hereof, quality of materials, harmony of external design with existing and proposed structures, obstruction of view from nearby or adjoining Lots and finished grade elevation.

USER FEES AND CHARGES

(G) The Developer or its Agent, agree to pay the charges, costs, and fees associated with the operations, repairs, and maintenance of Munson Ranch until October 1, 2026. At that time all other Owners shall pay a yearly monetary charge, fee, or Assessment set by the Developer, its Agent, or ACC annually, for the present and future costs of operations, repairs, and maintenance of Munson Ranch. The HOA charge, fee, or Assessment will be collected annually in advance, payable by the tenth day of January of each year. When an Owner shall fail to pay the charge, fee, or Assessment when due and payable, said unpaid charge, fee or Assessment shall be delinquent, and upon written notice to said Owner, the charge, fee, or Assessment shall become personal debt of said Owner. Failure of any Owner to pay said charge, fee, or Assessment when due and payable, in addition, shall be a breach of these Covenants. A late charge of fifty dollars shall be added each month to delinquent payments, in addition to, the charge, fee, or Assessment. Should said charge, fee, or Assessment become six months delinquent; a lien may be placed on the property. Developer, its Agent, or ACC may change the late charge.

ARTICLE TWO

EXTERIOR MAINTENANCE

All Lots shall be always maintained in a sanitary, healthful and attractive condition. The Owner shall keep all weeds and grass thereon cut and shall in no event use any Lot for storage of material or equipment except for normal residential requirements or incident to construction of improvements thereon. The Owner shall not permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn-any garbage. No weeds, underbrush, or unsightly growth shall be permitted to grow or remain upon the premises, and no refuse pile or unsightly objects shall be allowed to be placed or suffer to remain anywhere thereon. All Lots shall be kept in an orderly fashion, and no outside storage of machinery, lawn equipment, junk, appliances, tools, or other equipment will be permitted. In the event an Owner shall fail to maintain the premises and the Improvements situated thereon in a neat and orderly manner, the Developer, its Agent, or ACC shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and exterior of the buildings and any other Structures erected thereon, and to cut and remove any grass, weeds, or undergrowth on any Lots or areas deemed unsightly by the Developer, its Agent, or the ACC, all at the expense of Owner. Owner shall fail to pay this expense; it shall become a personal debt of said owner, in addition to being a breach of these Covenants.

ARTICLE THREE
USE RESTRICTIONS

I. TYPES OF BUILDINGS PERMITTED

(A.) No Lots shall be used for other than Single-Family Residence purposes. There shall not exist on any Lot at any time more than one Single-Family Dwelling, garage, and other such accessory buildings as are customarily used with single-family homes.

MINIMUM FLOOR AREA

(B.) Any one-story Residence constructed in Munson Ranch or area of not less **than 2,500sf of living area**. The term "square feet" includes only that amount of air-conditioned and heated covered floor area contained in the Dwelling space, exclusive of porches, stoops, eaves, overhangs, garages, terraces, or breezeways.

Any two-story Residence constructed in Munson Ranch must have not less than 2,500 square feet of total enclosed living area, with not less than 2,000 of said square feet being on the first floor, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages.

GRADE

(C.) The elevation of the top of the Residence Slab shall be a minimum of 12 inches above the highest natural grade elevation at the perimeter of the Slab.

PROHIBITED RESIDENTIAL USE

(A.) No Building, Structure, or Improvement of a temporary character, trailer, basement, garage, garage house, out-building, tent, shack, or barn shall be used on any Lot as a Residence, either permanently or at any time prior to the erection of a Dwelling. Mobile homes are expressly prohibited in Munson Ranch so as to become a permanent dwelling thereon.

(B.) Construction of new Buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing Residence, Buildings, or Structures onto a Lot and remodeling or converting same into a Dwelling or Storage unit in this subdivision.

II. PROHIBITED ACTIVITIES

(A) No professional, business, or commercial activity to which the public is invited shall be conducted upon any lot.

III. Exterior Walls

{A.)Dwelling shall be erected in Munson Ranch of brick, stone, brick-veneer, or stone-veneer, and the above-named materials shall constitute no less than **(50%) percent of the front. The sides and rear of the dwelling must have at least 25% coverage of masonry.** Wood siding may be used as a elevation detail accent with no more than 100 square feet per front, rear and side elevations. Hardie type material is not considered a masonry

(B) All Outbuildings must be newly built on a concrete slab or concrete or helical piers and built using like wall and roofing materials as the Residence or built using pre painted R-panel type metal of same color for the walls, trim and roofing materials as the main structure on each lot. All Outbuildings must be maintained in an attractive manner, contain no more than **the total living area of the main house living area.** For example, if a lot own wants to build a 5,000sf under roof main home that contains 3,500sf of living area, then that own could build an Accessory/Outbuilding up to 3,500sf. The plate height on the outbuilding is limited to 10ft. All main house and outbuildings must get approval from the Developer or ACC before construction. Outbuildings on corner lots shall not be placed along a side street.

IV. ROOF CONSTRUCTION

All roofs shall be 30yr compositional shingles, slate, or standing seam metal. 3-tab shingles are prohibited. Metal roofs must be typical standing seams. All roof colors must be approved by Developer, its agent, or the ACC and roof must have a minimum 6/12 pitch. All ventilation stacks (except for fireplaces) shall not be placed on front side of the house's roof. All vent stacks must be painted a color to blend with roof color.

V. PLAN AND SPECIFICATION APPROVAL

(A.) No Residence, Building, Structure, or Improvement shall be erected, placed, or altered on any Lot until the construction plans and specifications and a plan showing the location of the Residence, Building, Structure, or Improvement and driveway have been submitted to and approved by the Developer, its Agent, or the ACC as herein set forth as to quality of workmanship and materials, harmony of external design with respect to the topography, and finish-grade elevation. It shall be each individual Builder's or Owner's responsibility to submit such plans and specifications to the Developer, its Agent, or the ACC. It is understood that the approval by the Developer, its Agent, or the ACC is entirely discretionary, and approval will be withheld if such plans, in any manner, marginalize the architectural or aesthetic symmetry of Munson Ranch. It is further understood that proposed main Residence, meeting the minimum square footage requirements as set out above, does not, on

the basis of square footage alone, qualify the proposed structure for approval by the Developer, its Agent, or the ACC.

SUBMITTED MATERIALS

All the following materials shall be submitted to the Developer, its Agent, or the ACC in order to obtain approval of plans and specifications.

(A.) A site plan showing the footprint of the Residence, lot-line factors, set-back lines, patios, driveways, parking areas, Out Buildings, pools, fences and walls or any other Buildings, Structures or Improvements.

(B.) A description of exterior materials, colors, textures, and shapes of all Buildings, Improvements or Structures.

(C.) Dimensional floor plan of the Dwelling and any garages or parking facilities.

(D.) Any other information deemed reasonably necessary by the Developer, its Agent, or the ACC.

VI. TIME LIMIT FOR START & END OF BUILDING

With reasonable diligence, and in all events within eleven (11) months from the commencement of construction, unless war, labor strike, or an Act of God prevents completion, any Residence, Building, Structure, or other Improvement commenced upon any Lot shall be completed as to its exterior. Construction site shall be kept in a clean and neat manner with waste and debris discarded in an appropriately sized container. A portable restroom shall be placed on Lot during construction phase of a Residence. The lot owner shall commence building the main structure within two years of purchase of the lot. In the event the owner does not start the building on the lot within 720 days after purchase, they will be assessed a $1000 "late start construction" fee. This fee will be due and payable within 30 days. Each subsequent year, the $1000 will be assessed to the lot owner.

VII. FENCE PLACEMENT AND CONSTRUCTION

(A.) All fences that are connected to the front area of the main house and or Outbuilding shall be metal or aluminum open fencing and shall be at least 5' in height. See an example of open fencing.

Fencing on the sides and rear of a lot can be open rail fencing (minimum 5' in height) or cedar wood in a board-on-board design with steel posts and shall be at least six feet (6') in height, or iron, stone or brick with a minimum height of six feet (6'). The fence must be approved by the Developer, its Agent, or the ACC A prior to installation. No fence or wall shall be erected, placed, or altered on any Lot closer to the front of a Lot than the front of the Residence to be located on such Lot.

(B.) All fences shall be maintained in an attractive manner. All fencing plans must be submitted to the Developer, its Agent, or the ACC for approval prior to their installation. It shall be the obligation of all Owners to reach a mutual agreement with the adjacent Owner concerning placement of fences. Fencing not placed on the property line must be installed at a minimum of four feet from the property line.

III. SETBACKS

No Residence, Building, Structure, or Improvement of any type (other than landscaping) shall be erected on any Lot in Munson Ranch nearer than (30) feet from the front property line. Side setbacks shall be no nearer than (20) feet. No Residence, Building, Structure, or Improvement of any type (other than landscaping) shall be set nearer the rear property line than twenty-five (15) feet, unless otherwise noted

IX. CONSOLIDATION OF LOTS

Any Owner of one or more adjoining Lots may consolidate such Lots into one building site, with the privilege of placing or constructing a Residence, Building, Structure, or Improvements on such resulting site, in which case, side set-back lines shall be measured from the resulting side property lines rather than from the Lot-lines as indicated on the recorded plat. Any modification of a building site may be made only with the prior written approval of the Developer its Agent, or the ACC Upon any such required approval having been obtained, such composite building site shall thereupon be regarded as a "Lot" for all purposes hereunder.

X. GARAGES

(A.) All homes must have a minimum of a 2-car garage. No garage door on the main residence shall open onto or face Munson Ranch Circle, except for a third-car garage where the single garage door may face the street. Plans and specifications for the construction of a garage and driveway shall be submitted to the Developer, its Agent, or the ACC for approval before construction, as herein specified.

XI. FRONT LAWNS

All yard lawn ornaments are subject to approval of the Developer, its Agent or ACC as to harmony and aesthetic compatibility of the development.

XII ANTENNA(S)

(A.) Television antennae and aerials shall be located inside the attic or under the roof. All "dish" or "disk" satellite receivers shall be placed in the rear of the residence and not visible from the front street, unless otherwise expressly permitted by the Developer, its Agent, or the Committee.

AERIAL UTILITY FACILITIES PROHIBITED

No Aerial utility facilities of any type (except meters, risers, service pedestals, and other surface installations necessary to maintain or operate appropriate underground facilities) shall be erected or installed in Munson Ranch, whether upon individual Lots, Easements, streets, or rights-of-way of any type, either by a utility company or any other person including (but not limited to) any person owning or acquiring any part of Munson Ranch and all utility service facilities including (but not limited to) water, sewer, gas, electricity and telephone, shall be buried underground within Munson Ranch under alleys, streets, or utility Easements and from such alleys, streets, and utility Easements to any Structure located on any part of Munson Ranch.

XIIL SWIMMING POOLS

In ground swimming pools are permitted, subject to approval by the Developer, its agent, or the ACC. No above ground swimming pools shall be permitted on any Lot.

XIV. COMMERCIAL OR RECREATIONAL VEHICLES

{A.) No boats, trailers, not recreational vehicles may be stored or parked on any unpaved surface of the Lot, nor may any such Vehicle be parked on any residential street in the Subdivision, except while engaged in transporting to or from a Residence in the Subdivision. No abandoned, inoperative automobiles or other Vehicles may be stored on any part of Munson Ranch. No commercial type Vehicles may be visible on any part of Munson Ranch.

(B.) Under no condition will automobiles, boats, other Vehicles, movable structures, or items of any kind be allowed to be placed in the yards or along the streets and offered for sale. No Vehicles shall be parked on any unpaved surface of the Lot.

(C.) No vehicle of any size which transports inflammatory or explosive cargo can be kept in this Subdivision at any time.

(D.) No all-terrain vehicles, go carts, or non-registered motorcycles shall be operated on any street in Munson Ranch, nor shall they be operated on any property in Munson Ranch not owned by the Lot Owner.

XV. NOXIOUS OR OFFENSIVE ACTIVITIES PROHIBITED

(A.) No noxious or offensive activity shall be conducted upon any Lot or Residence, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

SIGNS

(B.) No Builder or realtor sign advertising the property for sale in excess 32 square feet (4x8), nor other signs or advertising, shall be displayed on any Lot unless the size, form and number of same are first approved in writing by the Developer, its Agent, or the ACC. The Developer, its Agent, or the ACC shall have the right to remove and dispose of any prohibited sign, advertisement, billboard, or advertising structure which is placed on any Lot, and in so doing shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal nor in any way be liable for any accounting or other claim by reason of the disposition thereof.

RUBBISH, TRASH, AND GARBAGE

(C.) No property in this addition shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All such waste shall be kept in sanitary containers, and all equipment for the storage or disposal of such waste material shall be kept in a clean waste and sanitary condition. All such waste shall be kept in sanitary containers, and all equipment for the storage or disposal of such waste material shall be kept in a clean waste and sanitary condition.

DIRT DIGGING AND REMOVAL

(D.) The digging of dirt or removing of dirt from any Lot is expressly prohibited, except as necessary in-conjunction with landscaping of or construction on such Lot. Water drainage swells shall not be altered unless approved by the Developer, its Agent or the ACC.

PONDS

(E) Any constructions of ponds must be approved by the Developer, its Agent, or the ACC. If a lot owner wants to build a pond on their lot, they have a total of 60 days to build it. Over 60 days, there will be a $100/week fee to the lot owner, and the owner needs to erect a 3ft tall screening fence around the pond construction area to minimize the unsightliness of the dirt from the pond. If the fence is not erect, the HOA has the right to install one and the property owner will owe this fee as well.

XVI ANIMALS

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other common household pets may be kept, provided that they are not raised, bred, or kept for commercial purposes, and provided they do not constitute nuisance and do not, in the sole judgment of the Developer, its Agent or the ACC, constitute a danger or a potential or actual disruption of other Owners, their families, or guests. All dogs, cats, or other common household pets shall be kept in Munson Ranch only upon the condition that the custodian thereof abides by all of the ordinances and regulations of the City of Royse City, Texas, with respect to such care, control, and ownership of such animals within the t City, including "leash" and "vaccination" ordinances; and reference is herein made to such ordinances and regulations for all purposes.

XVI. DRILLING OPERATIONS PROHIBITED

No derrick or other structure designed for oil, natural gas or other minerals shall be erected, maintained, or permitted on any Lot. The Developer reserves unto and for itself and its legal representatives, successors, and assigns forever, all oil, gas, and other minerals in and under the property platted as Munson Ranch or any subsequent phases platted as Munson Ranch remaining atter given effect to all valid and subsisting reservations of conveyances made prior to this document.

XVIII MISCELLANEOUS STRUCTURES - UTILITY METERS

(A.) Electric and other utility meters shall not be set in front of a Dwelling and shalt not be street than the side of a Dwelling. Under special conditions, when the above placement is not feasible, the Developer, its Agent, or the ACC should approve placement.

(B.) AIR CONDITIONERS - No air conditioning apparatus shall be installed on the ground in the front of a Dwelling. No air conditioning apparatus or evaporative cooler shall be attached to or placed nearest any front wall; no window units shall be placed in a Residence.

(C.) PROPANE - Any liquid propane gas system and location is subject to approval by the Developer, its Agent, or the ACC. All liquid propane tanks used on any Lot shall be buried or installed so as not to be seen if standing on the street (Munson Ranch Circle).

(D.) SPEED LIMIT - The maximum speed limit in Munson Ranch is 25 m.p.h.

XIX. EASEMENTS

(A.) Each owner and purchaser of any part of Munson Ranch shall strictly observe all easements, rights of way, drainage, and similar burdens shown on the recorded Plat of Munson Ranch for the purpose of installation or maintenance of utilities and such alleys, Easements, rights of way, and similar burdens granted or imposed for any such purpose shall not be in any manner obstructed so as to defeat or hinder in any manner the use of such alleys, Easements, rights of way, or similar burdens. No shrubbery, fence, or other obstruction shall be placed in any Easement or alleyway. Right of use ingress and egress shall be had at all times over any dedicated Easements, and for the installation, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such Easement which would constitute interference with the use, maintenance, operation or installation of such utility. All utility boxes, infrastructure, and meters shall be accessible by the respective utility companies.

INDIVIDUAL UTILITY (SEWER) SYSTEMS

(B.) All lots shall be on an Aerobic Septic System. There is no gas in the subdivision put PROPANE tanks are allowed as long as they are not seen from the street.

MAILBOXESMAILBOXES

(C.) Placement and design of all mailboxes are to be approved by Developer, its Agent, or the ACC per United States Post Office Standards. All mailboxes are to be individual and similar in design and construction.

DRIVEWAYS

(D.) Driveways shall be of good quality concrete or exposed aggregate material as approved by the Developer, its Agent or the ACC. Culvert ends are to be boxed in with concrete. Culverts shall be sized according to the engineer and be bedded to facilitate proper flow for drainage. No excess dirt shall be left in ROW or in any Drainage swells.

(E.) ORIENTATION - All homes must front the street they are built on. All homes built on corner lots must front the street adjacent homes are fronting.

LAUNDRY

(F.) The drying of clothes in public view is prohibited, and the owners or occupants of any Lots at the intersection of streets or adjacent to other facilities where the rear yard or portion of the Lot is visible to the public shall construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view.

CONTRACT, DEED, OR DEED OF TRUST

(G.) Each contract, deed or deed of trust which may be hereinafter executed with respect to any property in the Subdivision shall be deemed and held to have been executed, delivered and accepted subject to all the provisions of this instrument, including, without limitation, the reservations, restrictions, covenants, conditions, and easements herein set forth, regardless of whether or not any such provisions are set out in said contract, deed, or deed of trust and whether or not referred to in any such instrument

DELEGATION OF AUTHORITY

(H.) The Developer may assign at any lime hereafter to any person, organization or a homeowners' corporation to be organized under the laws of the State of Texas for the purpose of exercising all or any of the rights, reservations, easements, duties and prerogatives of the Developer hereunder

including the matters relating to the ACC. Any such delegation of authority and duties shall serve to automatically release the Developer from further liability with respect thereto and vest such duties and prerogatives in such person, organization or corporation. Any such delegation shall be evidenced by an instrument amending this instrument placed of record in the official public deed records of Rockwall County, Texas and joined in by the Developer and its aforesaid assignee but not, however, requiring the joinder of any other person in order to be fully binding, whether such other person be an Owner of property in Munson Ranch, a mortgagee, deed of trust beneficiary or any other person.

XX. SEVERABILITY

If any condition, covenant, or restriction herein contained shall be invalid, which invalidity shall not be presumed until the same is determined by the judgment or order of a court of competent jurisdiction, such invalidity shall in no way affect any other condition, covenant or restriction, each of which shall remain in full force and effect.

XXI. REMEDIES FOR VIOLATION

If the parties hereto or any of them, or their heirs, grantees, successors, or assigns shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any person or persons owning any real property situated in said addition to prosecute any proceedings at law or at equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violations. The Developer and the Owners or any of them shall have the right but shall not be obligated to proceed at law or in equity to compel the compliance with the terms hereof or to prevent violation or breach of any of them. The failure promptly to enforce any of the restrictive covenants shall not bar their enforcement. This restriction shall authorize proceedings at law or in equity against any person or persons violating or attempting to violate any of such revision, including proceedings to restrain or prevent such violation or attempted violation by injunction, whether prohibitive in nature or mandatory in commanding compliance with such revisions; and it shall/not be a prerequisite to the granting of any such injunction to show inadequacy of legal remedy or irreparable harm. In addition to any other remedies allowed by law or equity, Developer or ACC may assess or levy damages of a monetary amount not to exceed the maximum penalty allowed by law, for each day of the violation of the restrictive covenant plus attorney's fees and court cost hot to exceed such maximum amount provided by law.

XXII DISPUTE RESOLUTION PROCEDURES

In the event of any dispute between Owner, Member or Resident, on one hand, and Developer, its agent, or the ACC, on the other hand, arising from a condition of the Properties, the legal status of the Properties, the sale of the Properties, or this Declaration, Owner, Member or Resident must present Developer or its Agent a written notice of any potential legal claim; and Developer or its agent shall have 180 days from receipt of such written notice to remedy or resolve the dispute given rise to said potential legal claim and during such 180 day period Owner, Member or Resident shall not initiate any arbitration or other legal proceedings against Developer or its Agent. Owner, Member and Resident agree that any potential legal claim against Developer, its Agent, or the ACC, arising from a condition of the Properties, the legal status of the Properties, the sale of the Properties, or this Declaration must be submitted to binding arbitration, under the rules of the American Arbitration Association in effect at the time of the arbitration, and such arbitration shall be held in Dallas, Texas. Each party waives any right to adjudicate any dispute in any other court or forum. The prevailing party in any arbitration under this paragraph shall be entitled to recovery of its reasonable attorney fees and expenses.

XXII COVENANTS

(A.) Each of the conditions, covenants, restrictions, and agreements herein contained is made for the mutual benefit of each are binding upon each and every person acquiring any part of Munson Ranch, it being understood that such conditions, covenants, restrictions, and agreements are not for the benefit for the owner of any land except land in Munson Ranch. This instrument, when executed, shall be filed of record in the Official Public Deed Records of Rockwall County, Texas so that each Owner or purchaser of any portion of Munson Ranch is on notice of the conditions, covenants, restrictions, and agreements herein contained. The provisions hereof, including the reservations, restrictions, covenants, conditions, and easements herein after set forth shall run with the land and shall be binding upon the Developer, its successors, and assigns and all persons or parties claiming under it or them for a period of thirty (30) years from the date hereof at which time all of such provisions shall be automatically extended for such successive periods of ten (10) years each, unless prior to the expiration of any such period of thirty (30) years or ten (10) years, the then owners of two-thirds (2/3) of the lots in the subdivision shall have executed and recorded an instrument changing the provisions hereof, in whole or in part, the provision of said instrument to become operative only after such instrument has been duly executed, acknowledged and filed for record in the Rockwall County Courthouse.

(B.) The Developer, and/or its agents, successors, or assigns, shall have the power and authority to modify, alter, amend, supplement or change any covenant, or restriction of this Declaration at any time without rejoinder or approval of any other party. The Developer or its agents, successors, or assigns shall give thirty (30) days' prior written notice before such changes are enacted upon the respective covenants or/restrictions

(C.) It is expressly provided that the breach of any of the foregoing conditions, or of any re-entry by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed de of trust, made in good go faith and for value, as the same premises, or any part thereof, encumbered by such mortgage or deed of trust; but, said conditions shall be binding upon and effective against the owner of said premises, whose title thereto is acquired by foreclosure, trustees' sale, or otherwise, as to any breach occurring after such acquirement to title.

George Roddy – Ryan Z and Associates, Inc - Developer of Munson Ranch

THE STATE OF TEXAS
COUNTY OF Collin

This instrument was acknowledged by George Roddy before me on the 29 of October 2026

NOTARY PUBLIC – STATE OF TEXAS

My commission Expires

ANGIE WHEELDON
Notary Public, State of Texas
Comm. Expires 11-01-2028
Notary ID 125519349

Electronically Filed and Recorded
Official Public Records
Jennifer Fogg, County Clerk
Rockwall County, Texas
10/29/2026 03:39:48 PM
Fee: 73.00
Doc #: 20260000020544