

**Declaration of Covenants, Conditions, and Restrictions
Prime Prairie LLC - Bode Road Addition – Phase 2**

Preamble

This declaration of Covenants, Conditions and Restriction is made on the date set forth below, at Waco, Texas, by Prime Prairie, LLC, herein referred to as "Declarant", whose mailing address is 6408 Gholson Road, Waco, TX 76705.

Recitals

1. Declarant is the owner of all that certain real property (the Property) located in McLennan County, Texas, described as follows:
 - a. Lots 18-57, Block 1, Bode Road Addition, Elm Mott, TX 76640, as per plat recorded in County Clerk's File Number 2026000474 of the Official Public Records of McLennan County, Texas.
2. The Declarant has devised a general plan for the mapped property, with specific provisions for particular parts and parcels of the Property. This general plan provides a common theme of development designed to protect and safeguard the Property over a long period.
3. This general plan will benefit the Property in general, the parcels and lots that constitute the Property, the Declarant, and each successive owner of an interest in the Property.
4. Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Declarant desires to restrict the Property according to these covenants, conditions and restrictions in furtherance of this general development plan.

Now, Therefore, it is declared that all of the Property in plan shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions.

Article 1 - Definitions

- 1.01 Developer. "Developer" means Declarant and their successors and assigns.
- 1.02 Lot. "Lot" means any of the plots of land shown on the plat and subdivision map, ("the map") of the Property.
- 1.03 Owner. "Owner" means the record owner or owners of the fee simple title to any Lot or portion of a Lot in the Property on which there is or will be built a detached single family dwelling. "Owner" includes contract sellers but excludes persons having only a security interest.

Article 2 - Architectural Control

2.01 Approval of Plans and Specifications. The Developer must review and approve in writing all of the following projects on the Property:

- a. Construction of any building, fence, wall or other structure.
- b. Any exterior addition, change, or alteration in any building, fence, wall, or other structure.
- c. Any landscaping or grading of any Lot or Lots.

2.02 Application for Approval. To obtain approval to do any of the work described in Paragraph 2.01, an Owner must submit a concept plan and written request for approval of proposed improvements showing the plans and specifications for the proposed work. Such plans and specifications shall detail the nature, shape, height, materials, colors, and location of the proposed work.

2.03 Standard for Review. The Developer shall review concept plan and written request with details attached in order to (1) ensure conformity of the proposal with these covenants, conditions, and restrictions and (2) ensure harmony of external design in relation to surrounding structures and topography. An application can be rejected for providing insufficient information. The Developer shall have broad, discretionary authority to interpret and apply these standards. In rejecting an application, the Developer should detail the reasons for rejection and suggest how the applicant could remedy the deficiencies.

2.04 Failure of Developer to Act. If the Developer fails either to approve or reject an application for proposed work within thirty (30) days after date stamped submission, then Developer approval shall not be required, and the applicant shall be deemed to have fully complied with this Article.

2.05 Architectural Control Committee. In the event the Developer no longer owns any Lot in the Property, a majority of the owners of all of the Lots shall designate and appoint an Architectural Control Committee of not less than three (3) qualified persons, which shall serve at the pleasure of the Owners of the Lots. Owners of Lots shall not be disqualified from serving on the Architectural Control Committee. In the event that an Architectural Control Committee is appointed, it shall exercise the duties and responsibilities, and have all of the rights and privileges of the Developer as set forth herein.

Article 3 – Exterior Maintenance

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

Article 4 - Use Restrictions and Architectural Standards

4.01 Residential Use Only. All lots shall be used for single-family residential purposes only. Single family use consists of use as a dwelling by two or more natural persons who are related by marriage or kinship or by not more than four natural persons who are not related by marriage or kinship. However, Developer, as well as any other person engaged in the construction and sale of residences on the Property, shall have the right, during the construction and sales period, to use facilities as may be reasonably necessary or convenient for its business purpose of construction and selling residences on the Property.

4.02 Type of Buildings Permitted. No building shall be erected, altered, or permitted on any Lot other than one detached single-family dwelling and guest house, one barn and necessary storage sheds. However, Developer, as well as any other person engaged in the construction and sale of residences on Property, shall have the right, during construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for its business of constructing and selling dwelling units on the Property, including, but not limited to, offices and storage areas.

4.03 Design, Minimum Floor Area, and Exterior Walls. All buildings shall be of recognize standard construction quality using new materials. Each single-family dwelling shall contain not less than 1800 square feet of enclosed living area and each guest house shall contain not less than 600 square feet of enclosed living area, which includes only living area that is heated and cooled and excludes open and covered porches, decks, garages and carports.

4.04 Construction in Place. No prefabricated housing shall be placed upon any Lot. Prefabricated housing shall be allowed only with the PRIOR written approval of developer.

4.05 Setbacks. No building shall be located on any Lot nearer to any Lot line than twenty-five (25) feet and nearer than fifty (50) feet from the road. If two or more Lots, or portions of two or more Lots, are consolidated into a building site in conformity with Paragraph 4.06, these building setback requirements shall apply to the resulting building site as if it were one original, platted lot.

4.06 Resubdivision or Consolidation. No Lot shall be resubdivided or split. Any person owning two or more adjoining Lots may consolidate those Lots into a building site, with the privilege of construction improvements, as permitted by this Declaration, on the resulting building site.

4.07 Easements. Easements for the installation and maintenance of utilities and a private road are reserved as shown on the Map. No utility company, water district, political subdivision, or other authorized entity using these easements shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, flowers, or to other property the Owner situated in the easement.

4.08 Noxious or Offensive Activities Prohibited. No noxious or offensive activity shall be conducted on any Lot that may be or may become an annoyance or nuisance to the neighborhood.

4.09 Prohibited Residential Uses. No structure not approved for residential use by the Developer, including but not limited to trailers, mobile homes, motor homes, basements, tents, shacks, garages, and other outbuildings and accessory structures, shall be used on any Lot at any time as a residence, either temporary or permanently.

4.10 Signs. No signs of any type shall be allowed on any Lot except one sign of not more than five square feet advertising the property for sale or rent (minimum term of six (6) months.) However, Developer, as well as any other person engaged in the construction and sale of residences on the Property shall have the right, during the construction and sales period, to construct and maintain signs advertising the construction and sale.

4.11 Oil Development and Mining Prohibited. No oilwell drilling, development, or refining, and no mineral quarrying or mining operations of any kind shall be permitted on a Lot. No oil well, tank, tunnel, mineral excavation, or shaft shall be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained or permitted on any lot.

4.12 Rubbish, Trash and Garbage. No Lot shall be used or maintained as a dumping ground for rubbish or trash. All garbage and other waste shall be kept in sanitary containers. There shall be no burning or incineration of trash or garbage.

4.13 Unsightly Articles: Vehicles. No article deemed to be unsightly by the Developer shall be permitted to remain on any Lot so as to be visible from adjoining property or public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, sleighs, motorcycles, motor scooters, and garden maintenance equipment shall be kept at all times except when in actual use, in an enclosed structure or screened from view and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in an enclosed garage or other structure. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view and no lumber, grass, plant waste, shrub or tree clippings metals, bulk materials, or scrap, refuse or trash shall be kept, stored or allowed, to accumulate on any portion of the Property except within an enclosed structure or appropriately screened from view. Liquid propane gas, oil and other exterior tanks shall be kept within an enclosed structure or permanently screened from view.

4.14 No Hunting with firearms except for shotguns (20 gauge or smaller) for dove and archery for small game in accordance with any Waco ETJ guidelines.

4.15 Animals and Livestock No more than one head of livestock per two acres of property owned shall be allowed on a Lot. The term "livestock" does not include pigs or hogs. A reasonable number of dogs, cats, or other household pets, or poultry may be kept, provided they are not kept, bred, or maintained for any commercial purposes. Some flexibility may be granted by Developer for 4H and/or FFA projects.

4.16 Sewage Disposal. No individual sewage-disposal system shall be permitted on any lot unless the system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of McLennan County. Approval of the system as installed shall be obtained from that authority.

4.17 Trucks, Buses, and Trailers. No truck or bus (except a passenger van for person use) or trailer shall be left parked in the street in front of any Lot, except for construction and repair equipment while residence or residences are being built or repaired in the immediate vicinity. No truck or bus (except a passenger van for person use) or boat or trailer shall be parked on the driveway or any portion of the Lot in such manner as to be visible from the street.

4.18 Prohibited Activities. No commercial activity to which the general public is invited shall be conducted on any Lot.

4.19 Mobile Homes, Travel Trailer and Recreational Vehicles. No mobile homes shall be parked or placed upon any Lot at any time. And no travel trailers or recreational vehicles shall be parked on or near any Lot so as to be visible from adjoining property or public or private thoroughfares for more than forty-eight hours. One exception shall be that visiting family members may temporarily park an RV or 5th wheel for a maximum period of two weeks in any 12-month period.

4.20 Repair of Buildings. All buildings upon any Lot shall at all times be kept in good repair and adequately painted or otherwise maintained by the Owner thereof. The opinion of the Developer as to condition and repair shall be final.

Article 5 - Easements

5.01 Reservation of Easements. All easements for the installation and maintenance of utilities and private road facilities are reserved as shown on the Map. No shrubbery, fence, or other obstruction shall be placed in any easement roadway. Right of use for ingress and egress shall be available at all times over any dedicated easement for purposes of installing, operating, maintaining, repairing, or removing any utility or any obstruction placed in such easement that would interfere with the installation, maintenance, operation, or removal of such utility.

Article 6 - General Provisions

6.01 Enforcement. The Developer or any other Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions and reservations imposed by this Declaration. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with the respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound. Developer has the right to place liens on the property in violation for any violation of any Article.

6.02 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

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

6.04 Duration and Amendment. The covenants, conditions, and restrictions of this Declaration shall be effective for a term of 20 years from the date this Declaration is recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods of 10 years subject to termination by an instrument signed by more than 50 percent of the Owners. The covenants, conditions and restrictions of this Declaration may be amended by an instrument signed by the Developer or by the Owners of at least 80 percent of the Lots. Neither any amendment nor any termination shall be effective until recorded in the deed records of McLennan County, Texas and all requisite governmental approvals, if any, have been obtained.

6.05 Attorney Fees. If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

6.06 Liberal interpretation. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

This Declaration is executed on Jan 21st, 2026 at Waco, Texas.

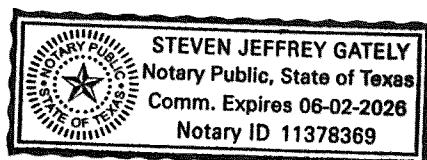
Prime Prairie LLC

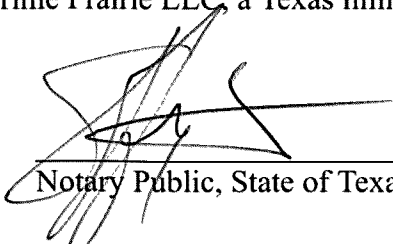
By: 
Warren Owen, Manager

STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

This document was acknowledged before me, the undersigned notary public by Warren Owen, in his capacity as the Manager of Prime Prairie LLC, a Texas limited liability company on

January 21st 2026.




Notary Public, State of Texas

FILED AND RECORDED

Instrument Number: 2026002149

Filing and Recording Date: 01/21/2026 03:51:17 PM Pages: 7 Recording Fee: \$35.00

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



J. A. "Andy" Harwell, County Clerk
McLennan County, Texas

dicorted