



**DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS,
RESERVATIONS, AND EASEMENTS**

**SDC BADGER RANCH ADDITION, PHASE 2
to the
CITY OF WOODWAY, McLENNAN COUNTY, TEXAS**

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF McLENNAN

§

THAT SDC BADGER RANCH, L.P. (the "Declarant"), being the owner of SDC Badger Ranch Addition, Phase 2, to the City of Woodway, McLennan County, Texas, according to the plat recorded in Clerk's File No. 2007013469, Official Public Records of Real Property of McLennan County, Texas, (the "Phase 2 Subdivision") including the following residential lots (the "Lots"):

- Lots 25 through 39, Block K, Lots 1 through 12, Block L, and Lots 1 through 11, Block M, ("Cottage Lots")
- Lots 1 through 8 and Lots 17 through 24, Block K ("Executive Lots") and
- Lots 9 through 16, Block K, ("Estate Lots")

and acting pursuant to Section 33 of the Declaration of Protective Restrictions, Covenants, Reservations, and Easements of SDC Badger Ranch Addition, Phase I, to the City of Woodway, McLennan County, Texas, dated April 7, 2004, and recorded in Clerk's File No. 2004026728, Official Public Records of Real Property of McLennan County, Texas, (the "Phase 1 Declaration") and for the purpose of extending the jurisdiction, functions, rights, and duties of the Association, as defined therein, membership in the Association, and the Architectural Control Committee, as defined therein, to the Phase 2 Subdivision and the owners thereof, hereby adds the Phase 2 Subdivision as part of the Subdivision, as defined therein, (which term shall include the Phase 2 Subdivision) and does hereby declare such property to be bound by the Covenants, as defined therein, and further declares that all Lots in the Phase 2 Subdivision shall be bound by the Covenants and that all purchasers and subsequent owners of any Lot (a "Lot") or Lots therein will be bound by, and will be obligated to comply with, the Covenants. The Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date the Covenants were filed for record in the Official Public Records of Real Property of McLennan County, Texas, after which time the Covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the owners of a majority of the Lots in the Subdivision agreeing to abolish or to change the Covenants in whole or in part has been filed for record in the Official Public Records of Real Property of McLennan County, Texas. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of the Covenants either to restrain violation or to recover damages or both. Invalidation of any one of the Covenants by judgment or court order or statute shall in no way affect any of the other Covenants, which shall remain in full force and effect. Notwithstanding the

foregoing, the Covenants shall not apply to common areas, if any, shown on any plat of the Subdivision except as expressly provided therein.

The Covenants applicable to the Phase 2 Subdivision are as set out in the Phase 1 Declaration and are hereby incorporated herein, including but not limited to the following:

Section 27 thereof, providing among other things that no improvements of any character shall be erected, or the erection thereof begun, or changes made in the exterior design thereof after the original construction, on any Lot until construction plans and specifications and plans showing the location, nature and type of structure have been submitted to and approved in writing by the Architectural Control Committee; and

Section 29 thereof, providing among other things that the record owner or owners of the fee simple title to the Lots in the Subdivision shall constitute and be members of the Homeowners' Association for the Subdivision, that no person who is not an owner of the fee simple title to a Lot shall be a member of the Association, that each Lot owner shall become a member of the Association contemporaneously with acquiring a Lot without any further documentation of any kind, and that Association membership shall be appurtenant to ownership of a Lot in the Subdivision; and

Section 30 thereof, and pursuant thereto:

a. Declarant, for each Lot, covenants and agrees, and each subsequent owner of a Lot by acceptance of conveyance of the Lot shall be deemed to covenant and agree, whether or not such covenant and agreement are expressed in the deed or conveyance, and such covenant and agreement shall be deemed to constitute part of the purchase money and consideration for acquisition of the Lot, to pay to the Association regular and special assessments established by the Association. The assessments, together with interest and costs of collection hereinafter provided, shall be a charge on the land, shall be a continuing lien upon each Lot against which the assessment is made, and shall be the continuing personal obligation of the owner of the Lot at the time the assessment is made. Provided, however, that assessments shall not be made on any Lot owned by the Declarant until such time that the Declarant waives in writing this provision; and none of the common areas or other property owned by the Association shall be subject to assessments.

b. To further evidence the lien created by this Section, each Lot is hereby granted, sold, and conveyed to Stephen A. Sorrells, Trustee, for the benefit of the Association; to have and to hold each Lot, together with the rights, privileges, and appurtenances thereto belonging unto Trustee and Trustee's substitutes or successors forever. This conveyance, however, is made in trust to secure payment of the assessments, interest, and costs of collection. In the event that any assessments, interest, or costs of collection are not paid when due, Trustee, at the request of the Association (which request is hereby conclusively presumed), shall enforce this trust against the Lot or Lots against which the assessments, interest, or costs of collection are due (the "Property"). After compliance with the requirements of Section 51.002, Texas Property Code, as then amended (or any successor or replacement statute), the Trustee shall sell the Property, or such portion thereof as requested by the Association, by public sale at auction in compliance with such statute to the highest bidder. Trustee may sell all of the Property as an entirety or in such parcel or parcels as Trustee may elect and make conveyance to the purchaser or purchasers, with general warranty binding the heirs, executors, administrators, successors, and assigns of the owner. If Trustee elects to sell the Property

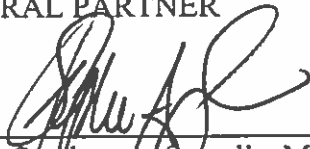
in more than one parcel, the parcels may be sold in such order as Trustee may elect and may be sold, after notice as required by such statute, on the same foreclosure day or on different foreclosure dates as Trustee may elect. In the event of any sale or sales hereunder of less than all of the Property, then the lien and the power of sale granted herein shall not be exhausted or terminated and shall continue to exist with regard to any portion of the Property not previously sold by Trustee. Out of the money arising from such sale or sales, Trustee shall pay (1) all expenses of the sale and the conveyance; (2) to the Association the full amount of assessments, interest, attorney's fees, and other costs of collection; (3) any ad valorem taxes and all other taxes, charges, and assessments, and any interest, costs, and penalties with regard thereto due and unpaid with regard to the Property, and any amounts secured by any liens with regard to the Property, in such order and amount as Trustee may elect; (4) any amounts required or permitted by law to be paid before payment to the owner; and (5) the balance of the sale price, if any, to the owner and the owner's heirs, executors, administrators, successors, or assigns. The recitals in the conveyance to the purchaser or purchasers shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to the sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against the owner and the owner's heirs, executors, administrators, successors, and assigns. The Association, if it is the highest bidder, shall have the right to purchase at any sale of the Property and to have the amount due to the Association credited to the amount bid. In the event a foreclosure hereunder should be commenced by Trustee, the Association may at any time before the sale of any of the Property direct Trustee to abandon the sale without prejudice to any rights of the Association or Trustee. The Association may institute suit for the collection of the amounts due and unpaid and for foreclosure under this lien. If the Association institutes suit for the collection of the amounts due and unpaid and for foreclosure under this Deed of Trust, the Association may at any time before the entry of a final judgment in said suit direct Trustee to sell the Property in accordance with the provisions hereof. The Association in any event is hereby authorized to appoint a substitute or successor trustee to act instead of Trustee without other formality than the designation in writing of a substitute or successor trustee. The authority hereby conferred shall extend to the appointment of other successor or substitute trustees successively. Each substitute or successor trustee shall succeed to all of the rights and powers of Trustee. All references herein to Trustee shall include Trustee's successors and substitutes. In the event any sale is made of the Property, or any portion thereof, under the terms hereof, all persons in possession shall forthwith upon the making of such sale surrender and deliver possession of the Property so sold to the purchaser at such sale. In the event of their failure to do so, they shall thereupon be conclusively deemed to be guilty of forcible detainer and the purchaser and purchaser's heirs, executors, administrators, successors, or assigns, shall be entitled to institute and maintain an action for forcible detainer. In the event of any sale or sales of a Lot or Lots hereunder, the lien and the power of sale granted herein shall not be exhausted or terminated and shall continue to exist to secure payment of assessments, interest, and costs of collection to become due after such sale or sales.

c. The lien created by this Section shall be paramount and superior to any claim of homestead or other exemption provided by law. The lien created by this Section shall be subject, subordinate, and inferior to any mortgage, any deed of trust lien, and any other lien created by mechanic's lien contract or other contract. Each Lot in the Phase 2 Subdivision is owned by Declarant, which has the right to convey each Lot without joinder of, or execution of a deed by, Trustee; and such conveyance shall be subject to the lien created by this Section.

EXECUTED this 18 day of April, 2007.

SDC BADGER RANCH, L.P.

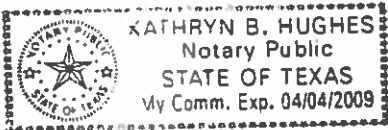
By: SDC BADGER RANCH MANAGEMENT, L.L.C.,
GENERAL PARTNER


By: 
Stephen A. Sorrells, Manager

STATE OF TEXAS §

COUNTY OF MCLENNAN §

This instrument was acknowledged before me on the 18th day of April, 2007, by Stephen A. Sorrells, Manager of SDC Badger Ranch Management, L.L.C., a Texas limited liability company, on behalf of said company, the sole general partner of SDC Badger Ranch, L.P., a Texas limited partnership.




Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:
SDC Badger Ranch, L. P.
P O Box 20394
Waco, TX 76702

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



April 18, 2007 03:23:17 PM 2007013684

FEE: \$23.00

J.A. "Andy" Harwell County Clerk
McLennan County TEXAS