

DECLARATION OF ANNEXATION
(Kings Mill, Section 11)

This Declaration of Annexation is made as of the date hereinafter stated by **K-MILL AT RUSSELL PALMER, LTD.**, a Texas limited partnership ("Declarant").

WITNESSETH:

WHEREAS, K. Mill Development, Ltd. executed that certain Declaration of Covenants, Conditions and Restrictions for Kings Mill dated December 1, 2004 which was filed under Clerk's File No. 2004-133581 and recorded under Film Code No. 721-10-1847 the Official Records of Real Property of Montgomery County, Texas, as amended by that First Amendment dated October 18, 2006 filed under Clerks' File No. 2006-123746 (collectively, the "Declaration") which subjected certain land described therein and commonly known as the Kings Mill Section 1 subdivision to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration;

WHEREAS, pursuant to that certain Assignment of Rights and Designation of Successor Declarant, K. Mill Development, Ltd. assigned its rights as the "Declarant" under the Declaration to K-Mill at Russell Palmer, Ltd., which is now the successor "Declarant" under the Declaration;

WHEREAS, Declarant is the owner of the following tract of land which is in the general vicinity of the property originally encumbered by the Declaration:

KINGS MILL SEC 11, a subdivision in Montgomery County, Texas according to the plat thereof recorded in Cabinet Z, Sheets 5196-5198 of the Map Records of Montgomery County, Texas (the "Annexed Property")

WHEREAS, Section 7 of Article X of the Declaration gives the Declarant the right as the owner or, if not the owner, with the consent of the owner, to annex additional property into the jurisdiction of the Montgomery Kings Mill Homeowners Association, Inc., a non-profit corporation doing business as Kings Mill Homeowners Association, Inc. organized to administer the provisions of the Declaration (the "Association"), and to subject such annexed property to the provisions of the Declaration; and

WHEREAS, the Declarant desires to annex the Annexed Property into the jurisdiction of the Association and to subject the Annexed Property to all of the provisions of the Declaration (except as may be modified herein).

NOW, THEREFORE, Declarant hereby annexes the Annexed Property into the jurisdiction of the Association and declares that the Annexed Property shall be a portion of the Properties (as defined in the Declaration) and shall be subject to all provisions of the Declaration, including without limitation, the right of the Association to levy assessments as set forth in the Declaration, with the following additional restrictions and modifications which shall apply only to the Annexed Property:

1. **Rates of Assessments.** Subject to the further provisions of the Declaration, both annual and special assessments on all Lots in the Annexed Property, including Lots owned by a Builder, shall be fixed at uniform rates of one-hundred percent (100%) of the overall assessment and shall commence to bear their assessment upon the conveyance of the first Lot in the

Annexed Property by the Declarant or on such other date as may be determined by the Board of Directors. Notwithstanding the foregoing, any Lots in the Annexed Property owned by the Declarant shall not be assessed. The assessment for an individual Lot in the Annexed Property, within a calendar year, shall change as the ownership of such Lot passes from the Declarant, and the assessment for such Lot shall be prorated according to the applicable rate during each type of ownership.

2. Type of Residence; Living Area Requirements; and Roof Pitch, Roof Material/Roof Stacks. Section 1 of Article VII (concerning type of residence and exterior coverage), Section 2 of Article VII (concerning living area requirements), and Section 6 of Article VII (concerning roof pitch, roof material, and roof stacks) are all deleted in their entirety with respect to the Annexed Property and such matters shall be set (and/or revised) from time to time by the Architectural Review Committee through its adoption and modification of building guidelines pursuant to such powers granted to the Architectural Review Committee.

3. Drainage. In general terms, all Lots within the Annexed Property must have positive drainage away from the house, and such Lots must drain to a drainage system provided for each Lot. In many situations, the natural or man-made drainage patterns for an individual Lot and the neighborhood as a whole may cause adjacent properties to commingle storm water runoff in common drainage areas such as yard swales that are discharged into the permanent access and utility easement and storm water collection system. Homeowners must ensure that the replacement of any improvements or landscaping does not materially impede water flow in common drainage areas. Beyond the natural drainage patterns, homeowners may not significantly increase the amount of water flowing onto a neighborhood Lot nor may they block the normal flow from an adjacent Lot into a common drainage area. On each Lot, a three (3') foot drainage easement along side and a five (5') foot drainage easement along rear property lines are hereby reserved in favor of the Declarant and the Association for drainage purposes. Tree preservation may have an impact on Lot drainage. To further preserve the natural forested environment, drainage must be designed to maintain the natural ground elevations and natural drainage patterns as much as possible. As a result, some Lot areas may not be dry at all times of the year, and in some extreme cases, the natural grade can cause isolated pockets that may trap standing water for a limited time period.

4. Contingent Street Maintenance. The streets within the Annexed Property have been dedicated as public rights-of-way. However, to the extent such public streets have not yet been accepted by the applicable governmental entity for permanent maintenance, the Association hereby expressly assumes all obligations related to causing the public streets to be accepted for permanent maintenance (including, without limitation, all costs related to any repairs to the existing streets arising during the 1-year maintenance period). The foregoing shall include the assumption of any and all obligations of Declarant (financial or otherwise) related to such matters. **FURTHERMORE, THE ASSOCIATION HEREBY AGREES TO AND SHALL INDEMNIFY, DEFEND, PROTECT AND HOLD DECLARANT AND ITS AFFILIATES, PARTNERS, BROKERS, OFFICERS, AGENTS, MANAGERS, CONTRACTORS AND EMPLOYEES (COLLECTIVELY, THE "DECLARANT PARTY") HARMLESS FOR, FROM AND AGAINST ANY AND ALL LIABILITIES, SUITS, CLAIMS, LOSSES, CAUSES OF ACTION, LIENS, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING, WITHOUT LIMITATION, COURT COSTS, REASONABLE ATTORNEY'S FEES AND COSTS, AND DAMAGES SUSTAINED BY OR ASSERTED AGAINST DECLARANT OR ANY OTHER DECLARANT PARTY (COLLECTIVELY, "CLAIMS") ARISING OUT OF OR RELATED TO THE FOREGOING OBLIGATIONS ASSUMED BY THE ASSOCIATION WITH RESPECT TO THE STREETS WITHIN THE ANNEXED PROPERTY. THE FOREGOING INDEMNITY SHALL**

EXPRESSLY INCLUDE ANY AND ALL CLAIMS AGAINST DECLARANT OR ANY OTHER DECLARANT PARTY RELATED TO ANY FINANCIAL SURETIES OR BONDS, INCLUDING MAINTENANCE BONDS, RELATED TO THE STREETS WITHIN THE ANNEXED PROPERTY.

5. Amendment. It is the intent of Declarant that the covenants, conditions and restrictions provided for in this instrument apply only to the Annexed Property. Notwithstanding any provisions of this instrument to the contrary, it is also the intent of Declarant that the specific restrictions that are imposed on the Annexed Property by virtue of this instrument (other than those in the Declaration that are, in whole or in part, repeated herein) may be amended at any time by an instrument executed by the President or Vice President of the Association (after approval by the Board of Directors) and the Owners of a majority of the Lots within the Annexed Property and recorded in the Official Records; provided, however, any amendment hereto must also have the approval of and be executed by Declarant as long as it owns any Lot in the Annexed Property. This instrument may be amended unilaterally at any time and from time to time by the Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the property subject to this instrument; (c) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the property subject to this instrument; (d) to correct any error or omission or to clarify any ambiguity herein; (e) as may be necessary to enable one or more Lots in the Annexed Property to be used for model residence purposes or the marketing of residences in the Properties or (f) for any other purpose.

6. Severability. Invalidation of any one of these covenants by judgment or other court order shall in no wise affect any other provisions, which shall remain in full force and effect except as to any terms and provisions which are invalidated.

7. Gender and Grammar. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

8. Conflict. In the case of a conflict between the provisions of this instrument and the provisions of the Declaration, the provisions of this instrument shall control.

9. Definitions. Any capitalized terms which are used in this instrument and not defined herein shall have the meanings ascribed to them in the Declaration.

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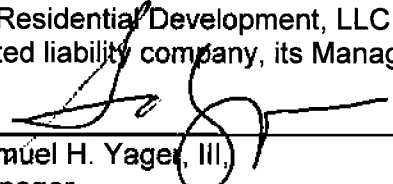
IN WITNESS WHEREOF this Declaration of Annexation is executed the 18 day of July, 2018.

DECLARANT:

K-MILL AT RUSSELL PALMER, LTD,
a Texas limited partnership

By: Starwood Residential Management, LLC, a Texas
limited liability company, its general partner

By: Starwood Residential Development, LLC, a
Texas limited liability company, its Manager


By: 
Samuel H. Yager, III,
Manager

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on July 18, 2018
by Samuel H. Yager, III, Manager of Starwood Residential Development, LLC, which is the
Manager of Starwood Residential Management, LLC, which is the general partner of K-Mill at
Russell Palmer, Ltd., a Texas limited partnership, on behalf of said limited partnership.

[Seal]




Notary Public—State of Texas

ASSOCIATION:

MONTGOMERY KINGS MILL HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation (d/b/a Kings Mill Homeowners Association, Inc.)

By: 

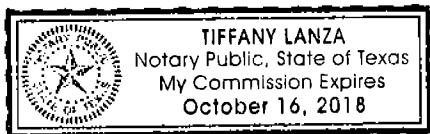
Name: GREG VOINIS

Title: VICE PRESIDENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on July 18, 2018 by Greg Voinis, Vice President of Montgomery Kings Mill Homeowners Association, a Texas non-profit corporation (d/b/a Kings Mill Homeowners Association, Inc.), on behalf of said entity.

[Seal]




Notary Public, State of Texas

E-FILED FOR RECORD

07/24/2018 12:32PM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

07/24/2018



County Clerk
Montgomery County, Texas