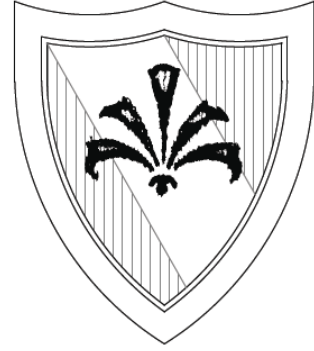


KINGS MILL



KINGS MILL

AMENDED AND RESTATED
DECLARATION OF ANNEXATION FOR
SECTIONS 2, 3 AND 4.

www.KingsMillTX.com

These governing documents may be subject to change, amendment, and/or supplement from time to time and without advance notice. It is the obligation of the recipient of this information to ensure that they obtain the most recent version, amendment, supplement and/or revision of this information prior to use for any purpose. This information has been posted as a courtesy without representation or warranty of any kind (express or implied) by any party for any purpose.

**After Recording
Please Return To:**

Sam Yager, Inc.
c/o: Cindy Lybrand

AMENDED AND RESTATED DECLARATION OF ANNEXATION
(Kings Mill, Section 2)

NOTE: K-Mill at Russell Palmer, Ltd., a Texas limited partnership, originally executed that certain Declaration of Annexation dated October 10, 2007 as recorded under Clerk's File No. 2007125792 of the Official Records of Real Property of Montgomery County, Texas. K-Mill at Russell Palmer, Ltd. desires to amend such Declaration of Annexation with respect to commencement of annual assessments and in connection therewith, K-Mill at Russell Palmer, Ltd. is executing this instrument which supersedes in its entirety the prior Declaration of Annexation.

This Amended and Restated 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 that certain tract of land (the "Annexed Property") which is in the general vicinity of the property encumbered by the Declaration, which such Annexed Property has been platted and subdivided as Kings Mill, Section 2, a subdivision in Montgomery County, Texas according to the plat thereof recorded in Cabinet 2, Sheets 937- 939 in the Plat Records of Montgomery County, Texas;

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.

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) Annual Assessments. Annual assessments with respect to the Lots in the Annexed Property shall commence on such date as may be determined by the Board of Directors.

800 Bering
Suite 225
Houston, TX
77057

(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.

IN WITNESS WHEREOF this Declaration of Annexation is executed this 17th day of June, 2008 to be effective as of October 10, 2007.

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

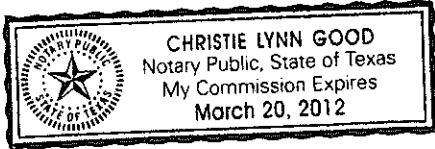
THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on June 17th, 2008 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]

Christie Lynn Good

Notary Public—State of Texas



STATE OF TEXAS
COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Real Property at Montgomery County, Texas.

JUN 19 2008



Mark Turnbull
County Clerk
Montgomery County, Texas

FILED FOR RECORD

2008 JUN 19 AM 9:10

Mark Turnbull
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

AMENDED AND RESTATED DECLARATION OF ANNEXATION
(Kings Mill, Section 3)

NOTE: K-Mill at Russell Palmer, Ltd., a Texas limited partnership, originally executed that certain Declaration of Annexation dated October 10, 2007 as recorded under Clerk's File No. 2007125791 of the Official Records of Real Property of Montgomery County, Texas. K-Mill at Russell Palmer, Ltd. desires to amend such Declaration of Annexation with respect to commencement of annual assessments and in connection therewith, K-Mill at Russell Palmer, Ltd. is executing this instrument which supersedes in its entirety the prior Declaration of Annexation.

This Amended and Restated 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 that certain tract of land (the "Annexed Property") which is in the general vicinity of the property encumbered by the Declaration, which such Annexed Property has been platted and subdivided as Kings Mill, Section 3, a subdivision in Montgomery County, Texas according to the plat thereof recorded in Cabinet 2, Sheets 940 - 944 in the Plat Records of Montgomery County, Texas;

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.

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:

1119445.1/004882.000023

**After Recording
Please Return To:**

Sam Yager Inc.
 c/o: Cindy LyBrand
 800 Bering Dr.
 Suite 225
 Houston, TX 77057

(1) Annual Assessments. Annual assessments with respect to the Lots in the Annexed Property shall commence on such date as may be determined by the Board of Directors.

(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.

IN WITNESS WHEREOF this Declaration of Annexation is executed this 17th day of June, 2008 to be effective as of October 10, 2007.

STATE OF TEXAS
COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Real Property at Montgomery County, Texas.

JUN 19 2008



Mark Turnbull
County Clerk
Montgomery County, Texas

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

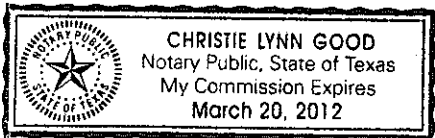
By: *Samuel H. Yager, III*
Samuel H. Yager, III,
Manager

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on June 17th, 2008 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]

Christie Lynn Good
Notary Public—State of Texas



FILED FOR RECORD
2008 JUN 19 AM 9:10

Mark Turnbull
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

1119445.1/004882.000023

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All black-outs, additions and changes were present at the time the instrument was filed and recorded.

AMENDED AND RESTATED DECLARATION OF ANNEXATION
(Kings Mill, Section 4)

NOTE: K-Mill at Russell Palmer, Ltd., a Texas limited partnership, originally executed that certain Declaration of Annexation dated November 27, 2007 as recorded under Clerk's File No. 2007134661 of the Official Records of Real Property of Montgomery County, Texas. K-Mill at Russell Palmer, Ltd. desires to amend such Declaration of Annexation with respect to commencement of annual assessments and in connection therewith, K-Mill at Russell Palmer, Ltd. is executing this instrument which supersedes in its entirety the prior Declaration of Annexation.

This Amended and Restated 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 that certain tract of land (the "Annexed Property") which is in the general vicinity of the property encumbered by the Declaration, which such Annexed Property has been platted and subdivided as Kings Mill, Section 4, a subdivision in Montgomery County, Texas according to the plat thereof recorded in Cabinet 2, Sheets 1005 - 1007 in the Plat Records of Montgomery County, Texas;

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.

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:

1119512.1/004882.000023

**After Recording
Please Return To:**

Sam Yager Inc.
c/o: Cindy LyBrand
800 Bering Dr.
Suite 225
Houston, TX 77057

(1) Annual Assessments. Annual assessments with respect to the Lots in the Annexed Property shall commence on such date as may be determined by the Board of Directors.

(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.

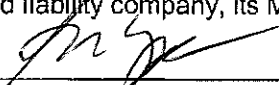
IN WITNESS WHEREOF this Declaration of Annexation is executed this 17th day of June, 2008 to be effective as of November 27, 2007.

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

STATE OF TEXAS
COUNTY OF MONTGOMERY

I hereby certify this Instrument was filed in File Number Sequence of the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Real Property at Montgomery County, Texas.

JUN 19 2008




Mark Turnbull
County Clerk
Montgomery County, Texas

THE STATE OF TEXAS

COUNTY OF HARRIS

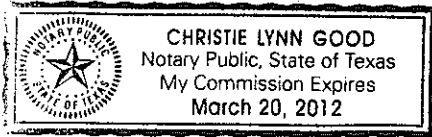
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This instrument was acknowledged before me on June 17th, 2008 by Samuel H. Yager, III, Manager of Starwood Residential Development, LLC, which is the Manager of Starwood Residential Management, LLC, which is the general partner of K-Mill at Russell Palmer, Ltd., a Texas limited partnership, on behalf of said limited partnership.

[Seal]

Christie Lynn Good

Notary Public—State of Texas



STATE OF TEXAS
COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Real Property at Montgomery County, Texas.

JUN 19 2008

FILED FOR RECORD

2008 JUN 19 AM 9:10

Mark Turnbull
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS



Mark Turnbull
County Clerk
Montgomery County, Texas