

KINGS MILL



KINGS MILL

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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.

2004-133581

721-10-1847

34

**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
KINGS MILL**

**After Recording
Please Return To:**

*Sam Yager, Inc
800 Bering Drive, Suite 225
Houston, TX 77057
Attn: Gina Florez*

TABLE OF CONTENTS**ARTICLE I****DEFINITIONS**

| | | |
|-------------|--|---|
| Section 1. | Architectural Review Committee | 1 |
| Section 2. | Association | 2 |
| Section 3. | Builder | 2 |
| Section 4. | Common Area | 2 |
| Section 5. | Declarant | 2 |
| Section 6. | Fifty Foot Lot | 2 |
| Section 7. | Lot | 2 |
| Section 8. | Member | 2 |
| Section 9. | Owner | 2 |
| Section 10. | Properties | 2 |
| Section 11. | Sixty Foot Lot | 2 |
| Section 12. | Sixty-Five Foot Lot | 2 |
| Section 13. | Stormwater Detention Facilities Contract | 2 |
| Section 14. | Street | 3 |

ARTICLE II**ARCHITECTURAL REVIEW COMMITTEE**

| | | |
|------------|--|---|
| Section 1. | Purpose | 3 |
| Section 2. | Architectural Review Committee | 3 |
| Section 3. | Approval of Plans | 4 |
| Section 4. | Landscaping Approval | 5 |
| Section 5. | Approval Not a Guarantee or Variance | 5 |
| Section 6. | Right to Inspect | 6 |
| Section 7. | No Waiver of Future Approval | 6 |
| Section 8. | Variances | 6 |

ARTICLE III**KINGS MILL HOMEOWNERS ASSOCIATION, INC.**

| | | |
|------------|---------------------------------|---|
| Section 1. | Organization | 6 |
| Section 2. | Board of Directors | 6 |
| Section 3. | Membership | 6 |
| Section 4. | Voting Rights | 6 |
| Section 5. | Conversion Date | 7 |
| Section 6. | Termination of Membership | 7 |

ARTICLE IV**COVENANT FOR MAINTENANCE ASSESSMENTS**

| | | |
|------------|--|----|
| Section 1. | Creation of the Lien and Personal Obligation for Assessments | 8 |
| Section 2. | Purpose of Annual Assessments | 8 |
| Section 3. | Maximum Level of Annual Assessments | 10 |
| Section 4. | Special Assessments for Capital Improvements | 10 |

| | | |
|-------------|---|----|
| Section 5. | Notice and Quorum | 10 |
| Section 6. | Rates of Assessments..... | 11 |
| Section 7. | Date of Commencement and Determination of Annual Assessment..... | 11 |
| Section 8. | Effect of Nonpayment of Assessments; Remedies..... | 11 |
| Section 9. | Subordination of the Lien to Mortgages..... | 12 |
| Section 10. | Subsidy Option | 13 |
| Section 11. | Exempt Property..... | 13 |

ARTICLE V

COMMON AREA

| | | |
|------------|---------------------------------|----|
| Section 1. | Owner's Right of Enjoyment..... | 13 |
| Section 2. | Delegation of Use | 14 |
| Section 3. | Insurance | 14 |
| Section 4. | Damage and Destruction..... | 14 |
| Section 5. | Annual Review of Policies | 15 |
| Section 6. | Amenities..... | 15 |

ARTICLE VI

USE RESTRICTIONS

| | | |
|-------------|---|----|
| Section 1. | Residential Use | 15 |
| Section 2. | Animals and Livestock..... | 16 |
| Section 3. | Nuisances..... | 16 |
| Section 4. | Vehicles..... | 16 |
| Section 5. | Permitted Hours for Construction Activity | 17 |
| Section 6. | Disposal of Trash..... | 17 |
| Section 7. | Disposal of Hazardous Substances..... | 18 |
| Section 8. | Building Materials | 18 |
| Section 9. | Mineral Production..... | 18 |
| Section 10. | Rights of Declarant..... | 18 |

ARTICLE VII

ARCHITECTURAL RESTRICTIONS

| | | |
|-------------|---|----|
| Section 1. | Type of Residence..... | 19 |
| Section 2. | Living Area Requirements | 19 |
| Section 3. | Location of Residence on Lot | 19 |
| Section 4. | Temporary Buildings..... | 20 |
| Section 5. | Driveways | 20 |
| Section 6. | Roof Pitch; Roof Material/Roof Stacks | 20 |
| Section 7. | Walls and Fences..... | 20 |
| Section 8. | Landscaping | 21 |
| Section 9. | Signs | 22 |
| Section 10. | Exterior Antennae..... | 23 |
| Section 11. | Storage Buildings and Play Structures | 23 |

| | | |
|-------------|--|----|
| Section 12. | Decorations and Lighting | 24 |
| Section 13. | Air Conditioning | 24 |
| Section 14. | Private Utility Lines | 24 |
| Section 15. | Enforcement of Lot Maintenance..... | 25 |
| Section 16. | Damage and Destruction of Improvements | 25 |
| Section 17. | Underground Electrical Distribution | 25 |

ARTICLE VIII

EASEMENTS

| | | |
|------------|--------------------------------------|----|
| Section 1. | General..... | 26 |
| Section 2. | Easements for Association | 26 |
| Section 3. | Easement for Utility Companies | 27 |

ARTICLE IX

| | |
|-------------------|----|
| ENFORCEMENT | 27 |
|-------------------|----|

ARTICLE X

GENERAL PROVISIONS

| | | |
|------------|--|----|
| Section 1. | Term | 28 |
| Section 2. | Amendment | 28 |
| Section 3. | Severability | 28 |
| Section 4. | Gender and Grammar | 28 |
| Section 5. | Titles | 28 |
| Section 6. | Replatting | 29 |
| Section 7. | Annexation | 29 |
| Section 8. | Merger; Dissolution..... | 29 |
| Section 9. | Disclaimer and Notice of Perimeter Railroad..... | 30 |

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR KINGS MILL**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR KINGS MILL (this "Declaration"), made as of the date hereinafter set forth by K. MILL DEVELOPMENT, LTD., a Texas limited partnership (hereinafter referred to as the "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the tract of land which has been platted as Kings Mill, Section One (1) , a subdivision of land in Montgomery County, Texas according to the plat thereof filed under Clerk's File No. 2004-123608 of the Plat Records of Montgomery County, Texas; and

WHEREAS, it is the desire of the Declarant to provide a common plan as to the use, permissible construction, and common amenities of such subdivisions and, to this end to subject the Lots (hereinafter defined) in the Kings Mill, Section One (1) subdivision to the covenants, conditions and restrictions hereinafter set forth for the benefit of all present and future owners thereof;

NOW, THEREFORE, Declarant hereby declares that the Lots in the Kings Mill, Section One (1) subdivision and in any other property hereafter annexed into the jurisdiction of the Association (as hereinafter defined) in accordance with the provisions hereof and made subject to this Declaration, if any, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which shall run with said Lots and shall be binding upon all parties having any right, title or interest in said Lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

The following words, when used in this Declaration, shall have the following meanings:

SECTION 1. "Architectural Review Committee" or "ARC" refers to the committee created by Section 2 of Article II of this Declaration which has the power to adopt builder guidelines, the right to approve plans and specifications for construction of proposed improvements on the Lots within the jurisdiction of the Association, and the right to approve plans and specifications for the alteration or modification of improvements on the Lots, all as set forth herein.

SECTION 2. "Association" shall mean and refer to Montgomery Kings Mill Homeowners Association, Inc., a Texas non-profit corporation doing business as Kings Mill Homeowners Association, Inc., its successors and assigns.

SECTION 3. "Builder" shall mean and refer to any person or entity undertaking the construction of a residence on a Lot to be offered for sale within the Properties.

SECTION 4. "Common Area" shall mean and refer to all properties, real or personal, owned, leased or used by the Association for the common use and enjoyment of the Members (hereinafter defined) of the Association, if any.

SECTION 5. "Declarant" shall mean and refer to K. MILL DEVELOPMENT, LTD., its successors or assigns, provided that an assign is designated in writing by the Declarant as an assign of all, or part, of its rights under this Declaration.

SECTION 6. "Fifty Foot Lot" refers to a Lot within the Properties which has a width at the front of the Lot of approximately fifty (50) feet.

SECTION 7. "Lot" shall mean and refer to any of the numbered lots shown on the recorded plats of the subdivisions within the Properties intended for the construction of a residence, excluding all reserve tracts shown on a plat, but including Lots created by a replat of a reserve tract.

SECTION 8. "Member" shall refer to every person or entity which holds a membership in the Association.

SECTION 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation or those owning an easement right, a mineral interest, or a royalty interest.

SECTION 10. "Properties" shall mean and refer to the real property within the jurisdiction of the Association being (i) the property within the Kings Mill, Section One (1) and Kings Mill, Section Two (2) subdivisions and (ii) any additional property hereafter annexed into the jurisdiction of the Association as provided herein.

SECTION 11. "Sixty Foot Lot" refers to a Lot within the Properties which has a width at the front of the Lot of approximately sixty (60) feet.

SECTION 12. "Sixty-Five Foot Lot" refers to a Lot within the Properties which has a width at the front of the Lot of approximately sixty-five (65) feet.

SECTION 13. "Stormwater Detention Facilities Contract" means and refers to an agreement or contract entered into by the Association with Montgomery County Municipal Utility District No. 98 (the "District") pursuant to which (i) the Association agrees to operate and maintain the stormwater detention systems within the Properties

at its sole cost and expense, (ii) the District will grant the Association an easement for such purpose, and (iii) if the District is dissolved that the Association will accept a conveyance of the sites for such stormwater detention systems in fee from the District prior to its dissolution.

SECTION 14. "Street" shall refer to any publicly dedicated street, drive, boulevard, road, alley, lane, avenue, or thoroughfare.

ARTICLE II ARCHITECTURAL REVIEW COMMITTEE

SECTION 1. PURPOSE. In order to establish and preserve a harmonious and aesthetically pleasing design for the Kings Mill project and to protect and promote the value of the Properties, the Lots shall be subject to the restrictions set forth in this Article II. Every grantee of any interest in a Lot by acceptance of a deed or other conveyance of such interest, agrees to be bound by the provisions of this Article.

SECTION 2. ARCHITECTURAL REVIEW COMMITTEE. There is hereby established the Kings Mill Architectural Review Committee (sometimes hereinafter called the "ARC"), which shall have exclusive jurisdiction over all original construction on the Lots and over modifications, additions, or alterations made on or to the residences and other improvements on the Lots.

The ARC shall (i) adopt such guidelines (and amendments to such guidelines) as it determines to adopt, if any, from time to time for the construction of improvements on the Lots in the Properties and (ii) establish application and review procedures for plans and specifications for proposed improvements on the Lots in the Properties.

The ARC shall consist of three (3) members. The initial members of the ARC are Sam Yager, III, Gary J. Hannon and Justin Chapman. Until the date on which it has sold all of its Lots within the Properties, the Declarant shall have the right to appoint all members of the ARC as well as the right to remove any member at any time. There shall be no surrender of this right prior to that time, except by a written instrument executed by Declarant and recorded in the real property records of Montgomery County, Texas. Following the expiration of such right, the Board of Directors shall have the right to appoint and remove the members of the ARC. The ARC is authorized, but not obligated, to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, and/or attorneys in order to advise and assist the ARC in performing its functions set forth herein.

The Board of Directors shall have the right, but not the obligation, at any time after it obtains the right to appoint the members of the ARC, to create a separate committee known as the "Modifications Committee" to perform the obligations of the ARC hereinafter specified with respect to the review of plans for the alteration or modification of the improvements on a Lot after construction of the initial improvements.

The Board shall also have the right to abolish such committee at any time. In the event such committee is created it shall consist of three (3) members appointed by the Board and the Board shall have the power to remove a member at any time. In the event a Modifications Committee is created, such committee shall have all of the duties and powers granted to the ARC in this Declaration with respect to the alteration or modification of improvements on a Lot in the Properties unless or until the Board determines there should no longer be two (2) separate committees and abolishes the Modifications Committee, in which event all such duties and powers shall thereafter be restored to the ARC.

SECTION 3. APPROVAL OF PLANS. No construction of improvements, or modifications, additions, or alterations to existing improvements, shall be commenced or maintained by or on behalf of any Owner with respect to any Lot in the Properties, including, without limitation, the construction or installation of sidewalks, driveways, parking lots, mail boxes, decks, patios, courtyards, swimming pools, tennis courts, greenhouses, playhouses, awnings, walls, fences, exterior lights, garages, guest or servants' quarters, or other outbuildings, nor shall any exterior addition to or change or alteration therein be made (including, without limitation, painting or staining of any exterior surface a different color than the one previously approved), unless and until two (2) copies of the plans and specifications and related data (including, if required by the ARC, a survey showing the location of existing trees of six (6) inches in diameter at a height of four (4) feet above ground and other significant vegetation on such Lot) showing the nature, color, type, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the ARC as to the compliance of such plans and specifications with this Declaration and any applicable guidelines, including the harmony of external design, location, and appearance in relation to surrounding structures and topography. One copy of such plans, specifications, and related data so submitted shall be retained in the records of the ARC, and the other copy shall be returned to the Owner marked "approved," "approved with conditions as noted," or "disapproved." The ARC may establish a reasonable fee sufficient to cover the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects, urban designers, inspectors, or attorneys retained in accordance with the terms hereof. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his or her improvements, to paint the interior of the improvements on his or her Lot any color desired, or to repaint or restain the exterior of the improvements on his Lot with the same color which has been previously approved for such improvements. The ARC shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable to the Association. Approval of the plans for the initial construction of a residence on a Lot by a Builder as required by this provision may be granted in the form of a blanket approval of the plans for a specific residence with a pool of color choices which may be constructed on multiple Lots within the Properties, provided that houses with the same elevation constructed on Lots on the same side of a Street must be separated by a

minimum of two (2) Lots and houses with the same elevation may not be constructed on Lots which are directly across the Street from each other.

Upon approval of plans and specifications, no further approval under this Article II shall be required with respect thereto, unless construction has not substantially commenced within six (6) months of the approval of such plans and specifications (e.g. clearing and grading, pouring of footings, etc.) or unless such plans and specifications are materially altered or changed. The ARC may disapprove plans and specifications for any reason which is consistent with the objectives and purposes of this Declaration as determined by the ARC from time to time, including purely aesthetic considerations, so long as such grounds are not arbitrary or capricious.

SECTION 4. LANDSCAPING APPROVAL. To preserve the aesthetic appearance of the Properties, no landscaping (other than the installation of sod), grading, excavation, or filling of any nature whatsoever shall be implemented and installed on the front or side yard of a Lot in the Properties unless and until the plans therefor have been submitted to and approved in writing by the ARC. In the installation of landscaping and maintenance of his or her Lot, each Owner shall comply with the landscaping requirements set forth in Article VII hereof. Approval of the plans for the initial landscaping of a Lot as required by this provision may be granted to a Builder as part of the approval of the plans for the residence on such Lot or as approval of a landscaping plan or package to be provided by the Builder for each Lot in the Properties on which it constructs a residence.

SECTION 5. APPROVAL NOT A GUARANTEE OR VARIANCE. The review and approval of plans pursuant to this Article is made on the basis of aesthetic considerations only and no approval of plans and specifications and no publication of guidelines shall be construed as representing or implying that such plans, specifications, or guidelines will, if followed, result in properly designed improvements. Such approvals and guidelines shall in no event be construed as representing or guaranteeing that any improvements built in accordance therewith will be built in a good and workmanlike manner. Neither Declarant, the Association, the ARC, nor any of their respective officers, partners, directors, employees, agents, or members, shall be responsible or liable in damages or otherwise to any person who submits plans for approval by reason of mistake of judgment, negligence or nonfeasance arising out of the approval or disapproval of any plans or specifications, any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such plans and specifications. The purpose of such review primarily is to conform the aesthetic appearances of development within the Properties. In addition, the approval of plans pursuant to this Article shall not be deemed to be a variance from the specific restrictions of this Declaration and any applicable guidelines. All variances must be issued in accordance with the provisions of Section 8 of this Article.

SECTION 6. RIGHT TO INSPECT. Any member of the Board of Directors or the ARC and their representatives shall have the right, but not the obligation during reasonable hours to enter upon and inspect any Lot with respect to which construction is underway to determine whether or not the plans and specifications therefor have been approved and are being complied with. Such Person or Persons shall not be deemed guilty of trespass by reason of such entry. In the event the ARC shall determine that such plans and specifications have not been approved or are not being complied with, the ARC shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications. In addition to any other remedies available to the Association, the Board may record in the appropriate land records a notice of violation naming the violating Owner.

SECTION 7. NO WAIVER OF FUTURE APPROVALS. The approval by the ARC of any plans and specifications for any work done or proposed, or in connection with any other matter requiring the approval and consent of such committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

SECTION 8. VARIANCES. The ARC may grant variances from compliance with the restrictions of this Declaration and from any guidelines adopted by the ARC when such committee determines, in its sole discretion, that a variance is appropriate. No variance shall be effective unless in writing.

ARTICLE III KINGS MILL HOMEOWNERS ASSOCIATION, INC.

SECTION 1. ORGANIZATION. The Declarant has caused the Association to be organized and formed as a non-profit corporation under the laws of the State of Texas. The principal purposes of the Association are the collection, expenditure, and management of the maintenance funds, enforcement of the restrictive covenants contained herein, and architectural control of the Lots in the Properties.

SECTION 2. BOARD OF DIRECTORS. The Association shall act through a Board of Directors (the "Board") consisting of a minimum of three (3) and a maximum of five (5) members. The Board shall manage the affairs of the Association as specified in this Declaration and the By-Laws of the Association.

SECTION 3. MEMBERSHIP. Every Owner of a Lot in the Properties shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

SECTION 4. VOTING RIGHTS. The Association shall initially have two (2) classes of membership as follows:

Class A. Class A Members shall be all persons or entities who own a Lot in the Properties with the exception of the Declarant. After the Conversion Date (as hereinafter defined), the Declarant shall become a Class A Member with respect to the Lots it owns.

Class B. The Class B Member shall be the Declarant. The Class B membership shall cease and become converted to Class A membership on the Conversion Date.

Class A Members shall be entitled to one (1) vote for each Lot owned within the Properties and the Class B Member shall be entitled to three (3) votes for each Lot owned within the Properties. When two or more persons or entities hold undivided interests in any Lot, all such persons or entities shall be Members, and the vote for the Lot owned by such Members shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to each Lot in which such Members own undivided interests. All members of the Board shall be appointed by the Declarant prior to the Conversion Date. Thereafter the Members shall elect the directors.

SECTION 5. CONVERSION DATE. The Class B Membership in the Association shall terminate on the date (the "Conversion Date") which is the earlier of:

- i. The date on which the Declarant has sold and conveyed all of the Lots it owns in the Properties; or
- ii. such earlier date as may be established by Declarant in a written instrument recorded by Declarant in the Official Public Records of Real Property of Montgomery County, Texas.

In the event the Class B membership terminates pursuant to clause (i) above and thereafter additional property is annexed into the jurisdiction of the Association which results in the Declarant owning more Lots in the Properties, the Class B membership shall be restored until it again terminates as specified above.

SECTION 6. TERMINATION OF MEMBERSHIP. The membership of a person or entity in the Association shall terminate automatically whenever such person or entity ceases to be an Owner, except that such termination shall not release or relieve any such person or entity from any liability or obligation incurred under or in any way connected with the Association or this Declaration during the period of ownership, nor impair any rights or remedies which the Association or any other Owner has with regard to such former Owner.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS. The Declarant, for each Lot within the Properties, hereby covenants and each Owner of any Lot within the Properties, by acceptance of a deed therefor, whether or not it shall be expressed in the deed or other evidence of the conveyance, is deemed to covenant and agree to pay the Association (i) annual assessments or charges and (ii) special assessments for capital improvements, such assessments or charges to be fixed, established and collected as hereinafter provided. These assessments and charges, together with interest thereon as hereinafter provided, costs of collection, and reasonable attorney's fees, shall be a charge on the land and shall be secured by a continuing lien upon the property against which such assessments or charges are made. Each such assessment or charge, together with such interest, late charges, costs of collection, and reasonable attorney's fees shall also be and remain the personal obligation of the Owner of the particular Lot at the time the assessment or charge fell due notwithstanding any subsequent transfer of title of such property. The personal obligation for delinquent assessments and charges shall not pass to successors in title unless expressly assumed by them. However, successors in title shall nonetheless acquire title to the land subject to the lien securing the assessments and charges.

SECTION 2. PURPOSE OF ANNUAL ASSESSMENTS. The annual assessments levied by the Association shall be used for carrying out the purposes of the Association as stated in its Articles of Incorporation, Bylaws, this Declaration and all other restrictive covenants instruments administered by the Association. The judgment of the Board of Directors of the Association in determining the functions to be performed by the Association, in determining the amount of annual assessments, and in the expenditure of funds shall be final and conclusive so long as its judgment is exercised in good faith. Such funds may be used to pay costs incurred with respect to all or any of the following:

- i. Operation, maintenance, repair, and improvement of the Common Area as well as property and facilities within, adjacent to or in the vicinity of the Properties including, without limitation, fences, entryways, road esplanades, cul de' sacs, easement areas, detention ponds, drainage ditches, pollution prevention devices and other drainage related structures and/or devices that are not accepted for maintenance by a governmental authority;
- ii. Payment of taxes and premiums for insurance coverage in connection with the Common Area and for directors and officers liability insurance;

- iii. Paying the cost of labor, equipment (including expense of leasing any equipment), material, and any associated management or supervisory services and fees required for management and supervision of the Common Area;
- iv. Paying the cost and fees of a manager or firm retained to carry out the duties of the Association or to manage the affairs and property of the Association;
- v. Installing, maintaining and replacing landscaping in the Common Area;
- vi. Designing, purchasing and installing any improvements to the Common Area;
- vii. Mowing and routine maintenance of the Common Area;
- viii. Removing debris from the Common Area, mowing and maintenance of storm water pollution prevention control devices, and operation and maintenance of the stormwater detention systems within the Properties pursuant to the Stormwater Detention Facilities Contract which shall be entered into with the District;
- ix. Contracting for the installation and operation of street lights in the Properties;
- x. Collecting and disposing of trash, garbage, ashes, rubbish and other similar materials;
- xi. Payment of legal fees and expenses including, but not limited to, legal fees incurred to collect assessments and enforce this Declaration;
- xii. Employing policemen or watchmen and/or a patrol service;
- xiii. Contracting for insect and pest control such as mosquito fogging;
- xiv. Carrying out the duties of the Board of Directors of the Association;
- xv. Creation and funding of such reserve funds as the Board of Directors of the Association deems necessary; and
- xvi. Carrying out such purposes of the Association as generally benefit the Members of the Association.

As stated hereinabove, the Association shall have the right but shall not be obligated to perform all of the foregoing functions or any particular function. The judgment of the Board of Directors of the Association in establishing annual assessments and in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith.

In addition to the annual assessments referred to hereinabove, upon the acquisition of record title to a Lot with a residence by the first Owner thereof from a Builder and upon each reconveyance of such Lot and residence thereafter, a payment shall be made by or on behalf of the purchaser of the Lot to the Association in an amount equal to fifty percent (50%) of the annual assessment on such Lot for the year of the conveyance or such lesser amount as may be determined by the Board from time to time. This amount shall be in addition to, not in lieu of, the annual assessment and shall not be considered an advance payment of annual assessments. Funds so received by the Association may be used to defray operating costs, capital improvement costs, and other expenses of the Association, including but not limited to street maintenance, as determined by the Board in its sole discretion.

SECTION 3. MAXIMUM LEVEL OF ANNUAL ASSESSMENTS. The annual assessment by the Association for 2005, the initial year of assessment, shall be \$450 per Lot. The annual assessment in any year thereafter may be increased by the Board of Directors of the Association, at its sole discretion, by an amount equal to a ten percent (10%) increase over the assessment for the previous year without a vote of the Members of the Association. The annual assessment in any year may be increased above ten percent (10%) of the annual assessment for the previous year with the approval by majority vote of each class of the eligible Members who are voting in person or by proxy, at a meeting of the Association's members duly called for this purpose. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at any amount not in excess of the maximum.

SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy, in any year, a special assessment against the Lots applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or repair or replacement of a capital improvement located upon the Common Area, including fixtures and personal property related thereto; provided, however, any special assessment must be approved by a two-thirds (2/3rds) vote of each class of the eligible Members who are voting in person or by proxy at a meeting of the Association's Members duly called for this purpose. Special assessments may be collected on a monthly basis at the Board's election.

SECTION 5. NOTICE AND QUORUM. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 above shall be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance of the

meeting. At the first such meeting called, the presence of members or of proxies entitled to cast ten percent (10%) of the votes of the Association's membership shall constitute a quorum. If the required quorum is not present or represented, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meetings. No subsequent meeting shall be held more than 60 days following the preceding meeting.

SECTION 6. RATES OF ASSESSMENT. Subject to the further provisions hereof, both annual and special assessments on all Lots shall be fixed at uniform rates and all Lots in the Properties shall commence to bear their assessment simultaneously; provided, however, Lots owned by the Declarant shall not be assessed and lots owned by a Builder shall be assessed at the rate of fifty percent (50%) of the assessment on all other Lots. The assessment for an individual Lot, within a calendar year, shall change as the ownership of such Lot passes from the Declarant or a Builder, and the assessment for such Lot shall be prorated according to the applicable rate during each type of ownership. There shall also be no assessments on any Lots owned by the Declarant or any portion of the Properties which has not been platted into Lots.

SECTION 7. DATE OF COMMENCEMENT AND DETERMINATION OF ANNUAL ASSESSMENT. The annual assessment provided for herein shall commence as to all Lots in the Properties on the date of the conveyance of the first Lot in the Properties by the Declarant or on such later date as may be determined by the Board of Directors. If the assessment commences on a date other than January 1, the assessment shall be adjusted according to the number of days remaining in the calendar year and shall be due and payable thirty (30) days after notice of the assessment is sent to every Owner whose Lot is subject to assessment. On or before the 30th day of November in each year, the Board of Directors of the Association shall fix the amount of the annual assessment to be levied against each Lot in the next calendar year. Written notice of the figure at which the Board of Directors of the Association has set the annual assessment shall be sent to every Owner whose Lot is subject to the payment thereof. Each annual assessment shall be due and payable in advance on the first day of January of each calendar year. The Association or its agent shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer or authorized representative of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a particular Lot is binding upon the Association as of the date of its issuance.

SECTION 8. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES. Any assessments or charges which are not paid when due shall be delinquent. If an assessment or charge is not paid within thirty (30) days after the due date, it shall bear interest at the maximum lawful rate of interest or such lesser rate as may be established by the Board until the date paid. The Association may bring an action at law against the Owner personally obligated to pay the assessment, or to foreclose the lien herein

retained against the property. Interest as above specified, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment or charge.

The lien in favor of the Association is created by the recordation of this Declaration, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien shall be or is required. By acquiring a Lot, an Owner grants to the Association a power of sale in connection with the Association's lien. By written resolution, the Board of Directors of the Association may appoint, from time to time, an officer, agent, trustee, or attorney of the Association to exercise the power of sale on behalf of the Association. The Association shall exercise its power of sale pursuant to Section 51.002 of the Texas Property Code, and any applicable revision(s), amendment(s), or recodifications thereof in effect at the time of the exercise of such power of sale. The Association has the right to foreclose its lien judicially or by nonjudicial foreclosure pursuant to the power of sale created hereby. Costs of foreclosure may be added to the amount owed by the Owner to the Association. An Owner may not petition a court to set aside a sale solely because the purchase price at the foreclosure sale was insufficient to fully satisfy the Owner's debt. The Association may bid for and purchase the Lot at the foreclosure sale utilizing funds of the Association. The Association may own, lease, encumber, exchange, sell, or convey a Lot. The purchaser at any such foreclosure sale shall be entitled to sue for recovery of possession of the Lot by an action of forcible detainer without the necessity of giving any notice to the former owner or owners of the Lot sold at foreclosure. Nothing herein shall prohibit the Association from taking a deed in lieu of foreclosure or from filing suit to recover a money judgment for sums that may be secured by the lien. At any time before a nonjudicial foreclosure sale, an Owner of a Lot may avoid foreclosure by paying all amounts due the Association. Foreclosure of a tax lien attaching against a Lot under Chapter 32, Tax Code, shall not discharge the Association's lien under this paragraph for amounts becoming due to the Association after the date of foreclosure of the tax lien. No Owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use of the Common Area or abandonment of his Lot.

SECTION 9. SUBORDINATION OF THE LIEN TO MORTGAGES. As herein above provided, the title to each Lot shall be subject to a lien securing the payment of all assessments and charges due the Association, but the lien shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the lien in favor of the Association provided, however, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien securing such assessment or charge as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or the Owner thereof from liability for any charges or assessments thereafter becoming due or from the lien thereof. In addition to the automatic subordination provided for hereinabove, the Association, in the sole discretion of its Board of Directors, may subordinate the lien securing any

assessment provided for herein to any other mortgage lien or encumbrance, subject to such limitations, if any, as the Board of Directors may determine.

SECTION 10. SUBSIDY OPTION. The Declarant may annually elect to pay the Association the difference between the amount of annual assessments collected on all Lots subject to assessment and the amount of the actual expenditures incurred to operate the Association during such calendar year (the "subsidy"). The payment by Declarant of a subsidy in any year shall under no circumstances obligate the Declarant to pay a subsidy in a future year or years. The subsidy may be paid by the Declarant in increments throughout the year as funds are needed by the Association. The Declarant may also elect to make loans to the Association. In the event of a loan, the loan and interest thereon at the prime rate of interest announced from time to time by Bank of America, N.A. or another bank designated by the Board at the time the loan is made plus 1% per annum, shall be payable by the Association to the Declarant from future annual assessments collected by the Association. All loans, if any, shall be evidenced by promissory notes executed by the Association at the time the loan is made.

SECTION 11. EXEMPT PROPERTY. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments and charges created herein. Notwithstanding the foregoing, no Lot which is used as a residence shall be exempt from said assessments and charges.

ARTICLE V COMMON AREA

SECTION 1. OWNER'S RIGHT OF ENJOYMENT. Subject to the provisions herein stated, every Member shall have a right of enjoyment in the Common Area, and such right shall be appurtenant to and shall pass with the title to every Lot, subject to the following rights of the Association:

- (a) The Board shall have the right to charge reasonable admission and other fees for the use of any facility situated upon the Common Area.
- (b) The Board shall have the right to borrow money and to mortgage, pledge, deed in trust, or hypothecate any or all of the Common Area as security for money borrowed or debts incurred.
- (c) The Board shall have the right to take such steps as are reasonably necessary to protect the Common Area against foreclosure of any such mortgage.
- (d) The Board shall have the right to suspend the voting rights and enjoyment rights of any Member for any period during which any

assessment or other amount owed by such Member to the Association remains unpaid in excess of thirty (30) days.

- (e) The Board shall have the right to establish reasonable rules and regulations governing the Members' use and enjoyment of the Common Area, and to suspend the enjoyment rights of any Member for any period not to exceed ninety (90) days for any infraction of such rules and regulations.
- (f) The Board shall have the right, with the approval by the Owners of two-thirds (2/3rds) of the Lots within the Properties, to sell or convey all or any part of the Common Area and the right, without the approval of the Members, to grant or dedicate easements in portions of the Common Area to public or private utility companies.
- (g) The Board shall have the right to enter into agreements pursuant to which individuals who are not Members of the Association are granted the right to use the Common Area and the facilities located thereupon.

SECTION 2. DELEGATION OF USE. Each Member shall have the right to extend his right of enjoyment to the Common Area to the members of his or her family and to such other persons as may be permitted by the Association. An Owner who has leased the residence on his or her Lot shall be deemed to have assigned the right to use the Common Area to the tenant. The use of Common Area by a Member, the members of his or her family, and guests shall be at the sole risk of the user.

SECTION 3. INSURANCE. The Association's Board of Directors shall obtain, if available, as an expense of all Members payable from annual assessments, casualty insurance for all insurable improvements on the Common Area for the full replacement cost thereof and general liability insurance covering the Common Area. The Board may also obtain (i) worker's compensation insurance, and the Board shall obtain such insurance if and to the extent required by law, (ii) directors' and officers' liability coverage, and (iii) a fidelity bond or fidelity insurance on directors, officers, employees, and other persons handling or responsible for the Association's funds.

SECTION 4. DAMAGE AND DESTRUCTION. Immediately after damage or destruction by fire or other casualty of all or any part of the property covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and the repair or reconstruction of the damaged or destroyed property, to the extent insurance proceeds are available for such purpose. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition which existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable

building codes. If insurance proceeds are insufficient to cover a repair or reconstruction, the Board may levy a special assessment to cover the shortfall, subject to the requirements of Section 4 of Article IV above. In the event that insurance proceeds are unavailable to repair or reconstruct the Common Area, the damaged or destroyed property shall be restored to its natural state.

SECTION 5. ANNUAL REVIEW OF POLICIES. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property which may have been damaged or destroyed.

SECTION 6. AMENITIES. The Declarant may or may not, at the Declarant's discretion, construct a recreational facility and other related amenities which will initially be the property of the Declarant. The Declarant shall convey such amenities to the Association upon the completion thereof or on such later date as the Declarant determines in their "as-is" condition, but free of any mortgage or deed of trust liens. By virtue of, and subject to the provisions of this Declaration including, without limitation, the provisions of Section 1 of this Article V, each Owner shall have the right to utilize the amenities on a non-exclusive basis. The Declarant has the right, at any and all times, and from time to time until it has sold and conveyed all of its Lots in the Properties, to make the amenities available for use by such other individuals, firms or corporations as the Declarant deems appropriate in its sole opinion for purposes of marketing Kings Mill and residences within the Properties. The granting of such rights shall not invalidate this Declaration, reduce or abate any obligations pursuant to this Declaration, or give any Owners the right to avoid any of the covenants, agreements or obligations to be performed hereunder. After the conveyance of the amenities to the Association, the Association shall have the responsibility and duty to operate, manage and maintain such facilities as part of the Common Area for the benefit of the Owners. The use of said amenities shall be at the risk of the user.

ARTICLE VI USE RESTRICTIONS

SECTION 1. RESIDENTIAL USE. Each and every Lot in the Properties is hereby restricted to one (1) single family residence and related outbuildings and improvements, and use for single-family residential purposes exclusively. No trade or business may be conducted in or from any Lot, except that an Owner or occupant may conduct business activities within the single family residence so long as (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot and (ii) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board. The Board is authorized to promulgate rules and regulations to insure that home businesses comply with the above standards and to make factual determinations regarding the impact of a home business

on the residential character of the Properties. If, in the judgment of the Board, a home business has a detrimental impact on the residential quality of the Properties or otherwise constitutes a nuisance, it is authorized to require that the Owner cease the home business or alter it to the Board's satisfaction. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a single family residence shall not be considered a trade or business within the meaning of this Section and an Owner may conduct a garage sale or yard sale not more than two (2) times in a single twelve (12) months period. This Section shall not apply to any activity conducted by the Declarant or by a Builder with the approval of the Declarant, with respect to the development and sale of the Lots and single family residences in the Properties.

SECTION 2. ANIMALS AND LIVESTOCK. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of a maximum of two (2) dogs, cats or other usual and common household pets (excluding in such maximum number, fish and household birds). No pets shall be kept, bred or maintained for any commercial purpose. Dogs which are household pets shall at all times whenever they are outside a single family residence be on a leash or otherwise confined. Animal control authorities shall be permitted to enter the Properties to patrol and remove pets. Pets shall be registered, licensed and inoculated as required by law.

SECTION 3. NUISANCES. No noxious or offensive trade or activity shall be carried on within the Properties nor shall anything be done thereon which may be or become an annoyance or nuisance to residents of the Properties. Unless a nuisance is determined by the Board to have an impact on or to affect a significant number of Owners (as determined by the Board), enforcement of this provision shall be solely a matter to be resolved between the affected Owner or Owners and the Owner alleged to have caused the nuisance without the involvement of the Association.

SECTION 4. VEHICLES. The term "vehicles", as used herein, shall refer to all motorized vehicles including, without limitation, automobiles, trucks, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, campers, buses, and vans.

(a) Passenger Vehicles. Except as hereinafter provided, no Owner, lessee, tenant or occupant of a Lot, including all persons who reside with such Owner, lessee or occupant on the Lot, shall park, keep or store any vehicle on a Lot at a location which is visible from any Street in the Properties or any neighboring Lot other than a passenger vehicle or pick-up truck. For purposes hereof, the term "passenger vehicle" is limited to any vehicle which is operable and drivable and displays a passenger vehicle license

plate issued by the State of Texas or which, if displaying a license plate issued by another state, would be eligible to obtain a passenger vehicle license plate from the State of Texas and a sport utility vehicle used as a family vehicles (whether or not the sport utility vehicle displays a passenger or truck vehicle license plate) and the term "pick-up truck" is limited to a maximum one (1) ton capacity pick-up truck. A vehicle with a flat tire or missing parts shall not be considered operable for purposes hereof.

(b) Other Vehicles. No mobile home trailers, recreational vehicles, trailers or boats shall be parked, kept or stored on the Properties; provided that, a mobile home trailer, recreational vehicle, trailer or boat may be parked in the garage on a Lot or other structure approved by the ARC so long as the mobile home trailer, recreational vehicle, trailer or boat is completely screened from view from any Street and any neighboring Lot.

(c) Vehicle Repairs. Vehicle repair work on a Lot that is visible from the Street or any neighboring Lot is permitted as long as the repair work is being performed on a vehicle owned by the occupant of the Lot and does not exceed seventy-two (72) hours in any calendar month; otherwise, the vehicle repair work must be conducted in the garage, out of view from any Street adjacent to the Lot and all neighboring Lots. For purposes of this Section, a vehicle is "owned by the occupant of the Lot" if the vehicle is (a) owned by any person who resides on the Lot and is regularly used by that person, (b) owned by any person who resides on the Lot and is regularly used by another person who resides on the Lot, or (c) provided to any person who resides on the Lot by that person's employer and is regularly used by the person. All other vehicle repair work is prohibited. No vehicle repair work shall create unreasonable noise or cause the Lot to become unsanitary, unsightly, offensive and/or detrimental to any other Lot or its occupants.

SECTION 5. PERMITTED HOURS FOR CONSTRUCTION ACTIVITY. Except in an emergency or when other unusual circumstances exist, as determined by the Board of Directors of the Association, after the initial construction of residences by the Builders, outside construction work or noisy interior construction work shall be permitted only between the hours of 7:00 A.M. and 7:00 P.M.

SECTION 6. DISPOSAL OF TRASH. No trash, rubbish, garbage, manure, debris, or offensive material of any kind shall be kept or allowed to remain on any Lot, nor shall any Lot be used or maintained as a dumping ground for such materials. All such matter shall be placed in sanitary refuse containers constructed of metal, plastic or masonry materials with tight fitting sanitary covers or lids and placed in an area adequately screened by planting or fencing. Equipment used for the temporary storage and/or disposal of such material prior to removal shall be kept in a clean and sanitary condition and shall comply with all current laws and regulations and those which may be promulgated in the future by any federal, state, county, municipal or other governmental body with regard to environmental quality and waste disposal. In a manner consistent

with good housekeeping, the Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense.

SECTION 7. DISPOSAL OF HAZARDOUS SUBSTANCES. No gasoline, motor oil, paint, paint thinner, pesticide, or other product considered to be a contaminant or a hazardous substance under applicable federal or state laws and regulations shall be disposed of on any Lot nor shall any such material be deposited into a storm sewer, sanitary sewer manhole, drainage channel or detention pond within the Properties, but rather all such materials shall be handled and disposed of in compliance with all applicable laws and regulations and the recommendations of the manufacturer of the applicable product or a governmental entity with jurisdiction.

SECTION 8. BUILDING MATERIALS. Unless otherwise approved by the applicable Committee, no Lot shall be used for the storage of any materials whatsoever, except that material used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced. During initial construction of residences by Builders in the Properties, building materials may be placed or stored outside the property lines. Building materials may remain on Lots for a reasonable time, so long as the construction progresses without undue delay after which time these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. Under no circumstances shall building materials be placed or stored on the Streets.

SECTION 9. MINERAL PRODUCTION. No oil drilling, oil development operations, refining, quarrying or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be permitted upon any Lot.

SECTION 10. RIGHTS OF DECLARANT. Notwithstanding any provisions contained in this Declaration to the contrary, until the Builder(s) have sold all of the residences and Lots within the Properties, it shall be expressly permissible for Declarant and any other Builders approved by Declarant to maintain and carry on, upon such portion of the Properties as Declarant may deem necessary, such facilities and activities as in the sole opinion of Declarant may be required, convenient, or incidental to Declarant's and such Builder's development, construction, and sales activities related to their properties, including, but without limitation: the right of access, ingress and egress for vehicular and pedestrian traffic over, under, on or in the Properties; the right to carry on sales and promotional activities in the Properties; the right to place signs in the Common Area and in road rights-of-way within the Properties; and the right to construct and operate business offices, model residences and sales offices.

ARTICLE VII
ARCHITECTURAL RESTRICTIONS

SECTION 1. TYPE OF RESIDENCE. Only one detached single family residence not more than two (2) stories in height shall be built or permitted on each Lot and each residence shall have a garage capable of housing a minimum of two (2) and a maximum of three (3) automobiles. A minimum of seventy-five percent (75%) of the exterior wall area of the front side of the residence on each Lot and a minimum of fifty-one percent (51%) of the exterior wall area of all other sides of the residence below a point 8' above the foundation(excluding the rear wall except in the case of a Lot adjacent to Common Area containing a lake), exclusive of doors and windows in each case, shall be brick, brick veneer, stone veneer, concrete or other masonry type construction. For purposes hereof the product known as "Hardi-plank" and similar products shall not be considered to be masonry. All structures shall be of new construction and no structure shall be moved from another location onto any Lot. All residences must be kept in good repair and must be painted when necessary to preserve their attractiveness. No garage may be converted to use for any other purpose and garages used by a Builder for sales and other purposes must be converted back to a garage before occupancy of the residence by the homebuyer.

SECTION 2. LIVING AREA REQUIREMENTS. The total living area of each single family dwelling, exclusive of open porches, garages, and carports or parking spaces shall be not less than fifteen hundred (1,500) square feet nor more than three thousand (3,000) square feet in the case of a residence located on a Fifty Foot Lot, not less than eighteen hundred (1,800) square feet nor more than thirty five hundred (3,500) square feet in the case of a residence located on a Sixty Foot Lot, or not less than two thousand (2,000) square feet in the case of a residence located on a Sixty-Five Foot Lot.

SECTION 3. LOCATION OF RESIDENCE ON LOT. No residence or garage on a Lot shall be located on any Lot nearer to a Street or lot line than the minimum building setback lines shown on the plat containing such Lot and no building shall be located on any utility easement. Unless otherwise approved by the ARC, no building shall be located nearer than five (5) feet to an interior lot line, except a detached garage or other permitted accessory building located sixty (60) feet or more from the front lot line may be located within three (3) feet of an interior lot line if the garage on the adjacent Lot is located so that there is a minimum separation of ten (10) feet. Unless otherwise approved by the ARC, no residence, garage or other permitted accessory building shall be located nearer than ten (10) feet from the rear lot line. For the purposes of this section, roof overhangs, steps, patios and driveways shall not be considered as a part of a building.

With the approval of the ARC, an Owner of one or more adjoining Lots may consolidate such Lots into a single building site with the privilege of placing or constructing improvements across the common lot line, in which case the side setback

lines shall be measured from the resulting side property lines rather than from the Lot lines indicated on the plat. Such consolidated Lots shall continue to be assessed by the Association as two (2) Lots unless or until such Lots are replatted as a single Lot.

SECTION 4. TEMPORARY BUILDINGS. Except as otherwise specified herein and in Section 10 of Article VI hereof, no structure of a temporary character, trailer (with or without wheels and whether or not attached to a foundation, mobile home (with or without wheels and whether or not attached to a foundation), modular or prefabricated home, tent, shack, or barn shall be placed on any Lot, and no residence shall be moved upon any Lot from another location. Notwithstanding the foregoing, Declarant reserves the exclusive right to erect, place and maintain, and to permit Builders to erect, place and maintain, such temporary facilities in and upon the Properties as in its sole discretion may be necessary or convenient during the period of and in connection with the sale of Lots or the construction and sale of residences in the Properties. Any garage used for sales purposes by a Builder must be reconverted to a garage prior to the occupancy of such residence by the homebuyer.

SECTION 5. DRIVEWAYS. On each Lot the Builder shall construct and the Owner shall maintain at his expense the driveway from the Street to the garage and the Builder shall repair at his expense any damage to the Street or curb occasioned by connecting the driveway thereto.

SECTION 6. ROOF PITCH; ROOF MATERIAL/ROOF STACKS. The roof pitch of each residence shall have a minimum of six (6) feet of vertical rise for each twelve (12) feet of horizontal length as measured from eave to eave in a line parallel to the ground. Notwithstanding the foregoing, the ARC shall have the authority to approve roof pitches different from that contained in the preceding sentence for structures it deems to be ancillary to the main dwelling, including but not limited to, eaves, overhangs for patios, and similar structures. The roofs of all buildings shall be constructed or covered with fiberglass shingles which are black or another color approved by the Architectural Review Committee and have a minimum 20 year manufacturer's guarantee. Any other type of roofing material shall be permitted only at the discretion of the Architectural Review Committee. Unless otherwise approved by the Architectural Review Committee, all roof stacks must be painted to match the roof color.

SECTION 7. WALLS AND FENCES.

(a) **Fences.** In no event shall any fence or wall be constructed of chain link or wire. In those instances in which screening fences are installed, in no case may the fence extend beyond the front of the residence. No wall, or hedge shall be erected, grown or maintained on any part of the Lot which is in excess of six (6) feet in height. Fences are generally prohibited from extending above the ground by more than six (6) feet; however, the ARC is authorized to approve fences which extend up to a maximum of eight (8) feet above the ground when deemed necessary or appropriate for aesthetic

or privacy purposes. The type of materials utilized for (including the color thereof) and the location of all fences, walls, hedges, and other structures must be approved by the ARC at its discretion. The ARC may require the installation and maintenance of fencing of a specified type, color and height at certain locations to enhance and protect the value of the Properties.

(b) Maintenance of Fences. Ownership of any wall or fence erected on a Lot (except a wall or fence within an easement granted to the Association) shall pass with title to such Lot and it shall be the Lot Owner's responsibility to maintain such wall or fence. In the event the Owner or occupant of any Lot fails to maintain a wall or fence and such failure continues after thirty (30) days' written notice thereof from the Association, the Association, may, at its option but without any obligation to do so, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and cause the fence or wall to be repaired or maintained or to do any other thing necessary to secure compliance with this Declaration and to place said wall or fence in a satisfactory condition, and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of such Lot, to pay such charge immediately upon receipt of the corresponding statement. Payment of such charges, plus fifty percent (50%) of such costs for overhead and supervision, shall be secured by the lien created in Article IV of this Declaration. Interest thereon at the maximum lawful rate per annum shall begin to accrue on such sum on the thirtieth (30th) day after a written invoice is delivered to Owner. The maintenance and repair of a fence located on a common property line between Lots shall be the joint responsibility of the Owners of the adjacent Lots and each Owner has the right to maintain such fence and to recover one-half of its out of pocket repair or maintenance costs from the other Owner.

(c) Fences Erected by Declarant. Declarant shall have the right, but not the obligation, to construct fences or walls within or around the Properties which are deemed by the Declarant to enhance the appearance of the Properties. An Owner shall be responsible for any damage to a fence or wall constructed by or at the direction of the Declarant which is caused by such Owner or his family members, or the negligent, but not the intentional, acts of his or her guests, agents or invitees.

SECTION 8. LANDSCAPING.

(a) No grading, excavation or fill work of any nature shall be implemented or installed by an Owner on any Lot unless and until plans therefor have been submitted to and approved by the ARC in accordance with the provisions of Article II of this Declaration.

(b) All front and side yards of each Lot shall, unless otherwise approved by the ARC, be sodded with grass; provided that, under no circumstances shall the predominant area of the front or side yard of a Lot be covered with stone, rock, or gravel.

(c) All landscaping for a Lot shall be completed no later than thirty (30) days following the occupancy of the residence. Each Owner must maintain the Lot in accordance with the original minimum ARC approved landscaping criteria and additions thereto which have been approved by the ARC. All landscaping on a Lot must be maintained by the Owner at all times in a neat and attractive manner.

(d) No hedge or shrubbery planting which obstructs sight-lines of Streets and roadways shall be placed or permitted to remain on any Lot where such hedge or shrubbery interferes with traffic sight-lines for roadways within the Properties. The determination of whether any such obstruction exists shall be made by the Board of Directors, whose determination shall be final, conclusive and binding on all Owners.

(e) No vegetable, herb or similar gardens or plants, rock gardens or rock walls shall be planted or maintained in the front or side yards of a Lot or at any other location on a Lot which is visible from the front or side yard of an adjacent Lot.

(f) No landscaping shall be installed so that drainage from the Lot is altered or directed onto adjacent Lots or property unless an easement exists for such purpose.

SECTION 9. SIGNS. No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any single family residence, fence or other improvement upon such Lot so as to be visible from public view except the following:

(a) **For Sale Signs.** An Owner may erect one (1) sign on his Lot, not exceeding 2' x 3' in area, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of such Lot advertising the property for sale.

(b) **Declarant's Signs.** Declarant may erect and maintain a sign or signs deemed reasonable and necessary for the construction, development, operation, promotion, leasing and sale of the Lots.

(c) **Builders' Signs.** In addition to an approved model identification sign, a Builder may utilize one professional sign (of not more than six (6) square feet in size) per Lot for advertising and sales promotion of the residence on such Lot.

(d) **Political Signs.** Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal, provided that such signs shall not be erected more than thirty (30) days in advance of the election to which they pertain and shall be removed within ten (10) days after such election.

(e) **School Spirit Signs.** Signs containing information about one or more children residing in the single family residence and the school they attend

shall be permitted so long as the sign is not more than 36" x 36". There shall be no more than one sign for each child under the age of eighteen (18), residing in the single family residence. Banners are not permitted.

(f) **Alarm Signs/Stickers.** Signs or stickers provided to an Owner by a commercial security or alarm company providing service to the single family residences shall be permitted so long as the sign is not more than 12" x 12" or the sticker is no more than 4" x 4". There shall be no more than one sign per Lot and stickers on no more than fifty percent (50%) of the windows and one on the front door or front entry area.

(g) **Model Identification Signs.** All Builders are permitted to place lighted model identification signage in the front of their models. All such signage must be reasonable in size, shape and color. All electric service to the signs must be underground. Prior to the installation of such signage, each Builder must present to the ARC for approval scaled drawings of such signage showing size, shape and color. The ARC shall use reasonable diligence in the review and approval of such signage.

No sign permitted by this Section shall be lighted except model identification signs. In addition to any other remedies provided for in this Declaration, the Board of Directors or its duly authorized agent shall have the power to enter upon a Lot to remove any sign which violates this Section provided the violating Owner has been given forty-eight (48) hours written notice by the Board of Directors of its intent to exercise self-help. All costs of self-help, including reasonable attorney's fees actually incurred, shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of Assessments.

SECTION 10. EXTERIOR ANTENNAE. No television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall be erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon, except that this prohibition shall not apply to satellite dishes with a maximum diameter of eighteen (18) inches which are specifically permitted under the Telecommunications Act of 1996, as amended. The Board is empowered to adopt rules governing the types of antennae that are permissible in the Properties and to establish reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennae, including satellite dishes. To the extent that receipt of an acceptable signal would not be impaired, an antenna permissible pursuant to the rules of the Board may only be installed in a side or rear yard location, not visible from a Street, and integrated with the dwelling and surrounding landscape. Antennae shall be installed in compliance with all state and local laws and regulations.

SECTION 11. STORAGE BUILDINGS AND PLAY STRUCTURES. Permitted accessory buildings include, without limitation, storage buildings and children's play

structures. No storage building shall be permitted on any Lot unless it is approved in writing by the ARC and meets the following requirements: (a) no storage building shall be located nearer to any property line than the setbacks set forth in Section 3 of Article VII of this Declaration, (b) the storage building must be located in the rear yard of a Lot and the rear yard of the Lot must be enclosed by a wood fence that is at least six (6) feet in height, (c) no part of the storage building is permitted to extend more than eight (8) feet above the natural ground and (d) the types and colors of the building materials used to construct the storage building (and, in particular, the roofing materials) must be compatible with the types and colors of the materials used on the exterior of the residence on the Lot. No children's play structure shall be permitted on any Lot unless it is approved in writing by the ARC and meets the following requirements: (a) no children's play structure shall be located nearer to any property line than the setbacks set forth in Section 3 of Article VII of this Declaration, (b) the play structure must be located in the rear yard of a Lot and the rear yard of the Lot must be enclosed by a wood fence that is at least six (6) feet in height, (c) no portion of a play structure including, without limitation, beams, posts, rails and roofs, shall extend more than eight (8) feet above the natural ground and (d) not more than two (2) play structures are permitted on a Lot.

SECTION 12. DECORATIONS AND LIGHTING. No decorative appurtenances such as sculptures, birdbaths and birdhouses, fountains, or other decorative embellishments or yard art shall be placed on the residence or in the front or side yard or any other portion of a Lot which is visible from the front or side yard of an adjacent Lot or from a Street, unless such specific items have been approved in writing by the Architectural Review Committee. Customary seasonal decorations for holidays are permitted without approval by the Architectural Review Committee but must be removed within thirty (30) days after the holiday passes. Outside lighting fixtures shall be placed so as to illuminate only the yard of the applicable Lot and so as not to affect or reflect into surrounding residences or yards. No mercury vapor, sodium or halogen light shall be installed on any Lot unless otherwise approved by the Architectural Review Committee.

SECTION 13. AIR CONDITIONERS. No window or wall type air conditioners shall be permitted in any improvements within the Properties, but the Declarant and Builders may install and use such air conditioners in sales offices and construction offices within the Properties, provided such air conditioners are removed when such facilities cease to be used and prior to the occupancy of the residence by the homebuyer.

SECTION 14. PRIVATE UTILITY LINES. All electrical, telephone, and other utility lines and facilities which are installed on a Lot by an Owner to serve the residence thereon shall be installed underground unless otherwise approved in writing by the Architectural Review Committee.

SECTION 15. ENFORCEMENT OF LOT MAINTENANCE. Each Owner of a Lot shall at all times be obligated to maintain his property and all improvements thereupon (and the area between the boundary lines of adjacent property and adjacent Streets if such area is not otherwise maintained), so as to keep same in a clean, sightly and safe condition and to conform with any specific standards which the Board of Directors may adopt by resolution for the Properties. An Owner's maintenance obligation shall include, but not be limited to: the maintenance of all visible exterior surfaces of all buildings and other improvements; the prompt removal of all paper, debris, and refuse; the removal and replacement of dead and diseased trees and plantings; the repair, replacement, cleaning and relamping of all signs and lighting fixtures; the mowing, watering, fertilizing, weeding, replanting and replacing of all approved landscaping; and, during construction, the cleaning of dirt, construction debris and other construction-related refuse from Streets and storm drains and inlets.

In the event of the violation of any covenant herein by any Owner or occupant of any Lot and the continuance of such violation after ten (10) days written notice thereof, or in the event the Owner or occupant has not proceeded with due diligence to complete appropriate repairs and maintenance after such notice, the Association shall have the right (but not the obligation), through its agents or employees, to enter upon such Lot and to secure compliance with these restrictions and restore such Lot to a neat, attractive, healthful and sanitary condition. The Association may render a statement of charge to the Owner or occupant of such Lot for the cost of such work. The Owner or occupant agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt. In the event of the failure to pay for such work, the amount of such statement may be added to the annual maintenance charge provided for herein and shall be secured by a lien on the Lot in the same manner as such annual charge. The Association, or its agents and employees shall not be liable, and are hereby expressly relieved from any liability, for trespass or other tort in connection with the performance of the maintenance and other work authorized herein.

SECTION 16. DAMAGE AND DESTRUCTION OF IMPROVEMENTS. Any buildings or improvements within the Properties which are damaged or partially destroyed by fire, storm or any other means shall be repaired within a reasonable period of time after the occurrence of such damage and the Lot restored to a clean, orderly and attractive condition. Any buildings or improvements (including the slab) which are damaged or destroyed to the extent that repairs are not practicable, shall be demolished and removed within a reasonable period of time not to exceed ninety (90) days from the occurrence of such damage and the Lot restored to a clean and attractive condition.

SECTION 17. UNDERGROUND ELECTRICAL DISTRIBUTION SERVICE. An electric distribution system will be installed in the Property, in a service area that will embrace all of the Lots which are platted in the Property. The Owner of each Lot containing a single dwelling unit shall, at it own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service conduit and appurtenances from the point of

the electric company's metering at the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, the point of attachment to be made available by the electric company at a point designated by such company at the property line of each Lot. The electric company furnishing services shall install and own the cable and make the necessary connections at said point of attachment and at the meter.

Declarant has either by designation on the plat or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair and maintenance of each homeowner's service wires. For so long as this service is maintained in the Property, the electric service to each dwelling unit shall be underground, uniform in character, and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current

Easements for the underground service may be crossed by driveways and walkways provided the Owner of the applicable Lot makes prior arrangements with the utility company furnishing any utility service occupying the easement and provides and installs the necessary conduit of approved type and size under such driveway or walkways prior to construction thereof. Such easement for the underground service shall be kept clear of all other improvements, including buildings, patios or other paving, and neither Declarant nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants, to shrubbery, trees, flowers or other improvements (other than crossing driveways or walkways providing conduit has been installed as outlined above) of the Owner located on the land covered by such easements.

ARTICLE VIII EASEMENTS

SECTION 1. GENERAL. Easements for the installation and maintenance of utilities are reserved as shown and provided for on the plats or as dedicated by separate instruments. No utility company or authorized political subdivision using the easements referred to herein shall be liable for any damages done by them or their assigns, agents, employees or servants, to fences, shrubbery, trees, flowers, improvements or other property of the Owner situated on the land covered by such easements as a result of construction, maintenance or repair work conducted by such parties or their assigns, agents, employees or servants.

SECTION 2. EASEMENTS FOR ASSOCIATION. There is hereby granted a general right and easement to the Association, its directors, officers, agents, and employees, including, but not limited to, any manager employed by the Association and any employees of such manager, to enter upon any Lot or any portion thereof in the

performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during normal business hours.

There is also granted to the Association, its successors and assigns, a five-foot wide construction and maintenance easement adjacent and parallel to each of the rear and side lot lines of all Lots that abut a landscape reserve, perimeter boundary of the Properties or Street where the Declarant has constructed or intends to construct a fence or wall, together with the right of ingress and egress for the purposes, without liability to the Owner for damages arising from the use of the easement, of constructing, repairing, maintaining and/or reconstructing the fence or wall. The easement area shall remain unobstructed of any structures or plantings that would prohibit access to the fence or wall for construction and maintenance purposes.

SECTION 3. EASEMENT FOR UTILITY COMPANIES. There is hereby granted to all utilities serving the public, to the extent not inconsistent with any other easements shown on a plat, a perpetual easement for underground electric services lines which will extend through and under each Lot in order to service the structure thereon, and the area above said underground electric service lines, extending two and one half (2 ½) feet to each side of said underground electric service lines which areas shall be subject to excavation, refilling and ingress and egress for the installation, inspection, repair, replacement and removal of said underground facilities by the utility company. The Owner of the Lot shall ascertain the location of said lines and keep the area over the route of said lines free of excavation and clear of structures, trees, or other obstructions. The easement area hereby created may be cleared, and kept clear by any utility company of all structures, trees, bushes and other growth, including any overhanging branches from trees, or protrusions from structures located upon adjacent property.

The right of entry to any easement or street right of way for the purpose of building, maintaining, or repairing utility lines is expressly reserved, together with the right of ingress and egress to and from said easement area across adjoining land of the grantor. Each utility company shall have the right for itself, its successors and assigns, to construct and operate, maintain, repair, remove and replace utility lines on the easement or street right of way, and it is expressly provided that erection and installation of any such lines and appurtenances in such easement or street right of way under right granted by Declarant shall not constitute a dedication of such lines and appurtenances, either private or public, and that conveyance of a Lot shall not convey any right to any utility lines located in any easement crossing or abutting such Lot.

ARTICLE IX ENFORCEMENT

The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, the covenants, conditions, restrictions, and liens contained herein. Failure of the Association or any Owner to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE X
GENERAL PROVISIONS

SECTION 1. TERM. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under until December 31, 2043, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the Owners of two-thirds (2/3rds) of the Lots covered by this Declaration has been recorded, agreeing to change or terminate the covenants herein, in whole or in part.

SECTION 2. AMENDMENT.

A. By Declarant. This Declaration 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 Declaration; (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 Declaration; or (d) to correct any error or omission or to clarify any ambiguity herein.

B. By Owners. This Declaration may be amended at any time by an instrument executed by the Owners of a majority of the Lots covered by this Declaration and, prior to the Conversion Date, the Declarant. Any such amendment shall become effective when an instrument is filed for record in the Official Public Records of Real Property of Montgomery County, Texas, with the signatures of the requisite number of the Owners of the Lots and the Declarant, if applicable.

SECTION 3. 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.

SECTION 4. 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.

SECTION 5. TITLES. The titles of this Declaration of Articles and Sections contained herein are included for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

SECTION 6. REPLATTING. The Declarant shall have the right to subdivide any reserve tracts contained within the Properties into single family residential lots, by recorded plat or in any lawful manner. Lots created by the subdivision of a reserve tract shall be subject to these restrictions as if such Lots were originally platted as lots.

SECTION 7. ANNEXATION.

A. By Declarant. The Declarant shall have the unilateral right, privilege, and option at any time to annex additional property into the jurisdiction of the Association by filing for record a declaration of annexation in respect to the property being annexed which subjects such property to all of the provisions of this Declaration. Any such annexation by the Declarant shall not require approval by the Association or the Members and shall be effective upon the filing for record of such declaration. The rights reserved by Declarant herein to annex additional land shall not and shall not be implied or construed so as to impose any obligation upon a Declarant to annex additional land it owns or hereafter acquires.

B. By Other Owners. Upon request by an owner of land other than the Declarant, the Association may annex real property to its jurisdiction. Any such annexation shall require the affirmative vote of eligible Members representing two-thirds (2/3rds) of the Association's votes present at a meeting duly called for such purpose and, as long as the Declarant owns any portion of the Properties, the written consent of such Declarant. Annexation of land not owned by a Declarant shall be accomplished by filing of record in the public records of Montgomery County, Texas, an annexation agreement describing the property being annexed. Such annexation agreement shall be signed by the President and the Secretary of the Association, by the owner of the property being annexed, and, as long as a Declarant owns any portion of the Properties, by the Declarant.

C. Effect of Annexation. The Owners of Lots in property annexed into the jurisdiction of the Association shall be entitled to the use and benefit of all Common Area of the Association, provided that the annexed property shall be impressed with and subject to an annual maintenance assessment imposed by the Association on a uniform, per Lot basis with the annual assessment on all other property within the jurisdiction of the Association.

SECTION 8. MERGER; DISSOLUTION. The Association may be merged with another non-profit corporation or dissolved only with (i) the assent given in writing by not less than two-thirds (2/3's) of the Class A Members and (ii) the Declarant, as long as it owns any Lots within the Properties. In the event of a merger of the Association with another non-profit corporation organized for the same purposes, the Association's properties, rights, and obligations may be transferred to the surviving association, or alternatively, the properties, rights and obligations of the other association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving association shall administer the covenants,

conditions and restrictions established by this Declaration, together with the covenants, conditions and restrictions applicable to the properties of the other association as one scheme. In the event of the dissolution of the Association, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization devoted to such similar purposes.

Section 9: DISCLAIMER AND NOTICE OF PERIMETER RAILROAD. Builders and Owners are advised that some of the Lots are or may be adjacent to or near an existing railroad track and may be impacted by increased noise, vibration, lighting and other conditions caused by the passage of trains from time to time. Each entity should assure themselves as to the impact on construction and impact to living environment. All Owners or potential Owners are hereby put on notice prior to the purchase of a residence in the Properties that the Declarant, and Kings Mill Homeowners Association have no responsibility to attempt to mitigate any potential or actual impact of the railroad. Furthermore, Owners of Lots so impacted should satisfy themselves as to the impact of noise created by trains before purchasing a Lot as the railroad tracts are an existing condition.

[Remainder of page intentionally blank]

721-10-1881

IN WITNESS WHEREOF, this Declaration is executed effective as of the 1st
day of December, 2004.

K. MILL DEVELOPMENT, LTD.,
a Texas limited partnership

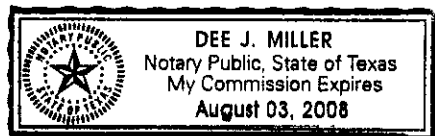
By: Starwood Development, L.L.C.,
general partner

By: [Signature]
Its: Vice President

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on December 1, 2004 by
Sam Yager, Vice President of Starwood Development, L.L.C., a
Texas limited liability company which is the general partner of K. Mill Development, Ltd.,
a Texas limited partnership, on behalf of said limited partnership.

(SEAL)



[Signature]
Notary Public in and for
the State of Texas

DEE J. MILLER
Name printed or typed
My commission expires: 8/3/08

**LIENHOLDER'S CONSENT AND SUBORDINATION
TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR KINGS MILL**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MONTGOMERY §

That BANK OF OKLAHOMA, N.A., a national banking association, as the sole beneficiary of that certain deed of trust lien which encumbers all or a portion of the property subject to the foregoing Declaration, as such lien is evidenced by that certain Deed of Trust, Security Agreement and Financing Statement dated May 26, 2004 filed under County Clerk's File No. 2004-058780 and recorded in the Official Public Records of Real Property of Montgomery County, Texas, hereby executes this instrument to subordinate the lien of such deed of trust to the foregoing Declaration of Covenants, Conditions and Restrictions for Kings Mill.

EXECUTED the 30th day of November, 2004.

BANK OF OKLAHOMA, N.A., a national banking association

By: Glen L. Floresca
Its: Senior Vice President

THE STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

The foregoing instrument was acknowledged before me on the 30th day of November, 2004 by Glen L. Floresca, Sr. Vice President of BANK OF OKLAHOMA, N.A., a national banking association, on behalf of said national banking association.

(SEAL)

Vicki R. Vick
Notary Public - State of ~~Texas~~ Oklahoma

4882.23\615467.1



721-10-1883

FILED FOR RECORD

2004 DEC -3 PM 12: 01

Mark Turbell
COUNTY CLERK
MONTGOMERY COUNTY, 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.

DEC - 3 2004



Mark Turbell

County Clerk
Montgomery County, Texas

RECORDS 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 blackouts, additions and changes were present at the time the instrument was filed and recorded.