

persons or entities. When reference is made to public record in contracts, deeds, and other legal instruments, such reference will place all primary and subsequent purchases, Owners of the Property, or any part thereof, and persons or entities having or acquiring any interest therein, on due notice of the full contents of this Declaration and completely as if this entire instrument had been included in such contracts, deeds, or other legal instruments.

4.2 Broad Interpretation. This Declaration shall be liberally construed to its purpose of creating a uniform plan for the Property. The Association reserves the unconditional right, to amend, restate and/or supplement these CCRs from time to time and to adopt such additional Rules & Regulations as may be deemed necessary or desirable. Such amended, restated and/or CCRs and any additional Rules & Regulations shall be fully binding upon all Owners/Occupants, their families, guests, invitees, and tenants. The Association shall be entitled to all enforcement costs, including without limitation, court costs, expert witnesses fees, and reasonable attorney fee, if the Association prevails in any legal action brought against any Owners/Occupants or other persons to enforce these CCRs and any additional Rules and Regulations. All rights, powers and authority of the Association as set forth in this Declaration, the Declaration of Condominium, Bylaws, and other Condominium Instruments, as amended, restated and/or supplemented from time to time, may be delegated to and exercised by the Management Company or managing agent upon an affirmative vote by a majority of the Board, provided that the Management Agreement is in full force and effect at the time.

The foregoing CCRs were adopted by Lake Conroe Properties, LLC, a Texas limited liability company.

LAKE CONROE PROPERTIES, LLC

By: William K Mitchell
William K Mitchell, General Partner of W & K Mitchell Family Limited Partnership, Managing Member of Lake Conroe Properties, LLC

STATE OF TEXAS

COUNTY OF MONTGOMERY

On this the 10 day of October, 2006, appeared on behalf of Lake Conroe Properties, LLC, a Texas limited liability company, William K. Mitchell, as general partner of W & K Mitchell Family Limited Partnership, Managing Member of Lake Conroe Properties, LLC, who does hereby as its true and lawful attorney-in-fact, being by me duly sworn, did say that he is the general partner of W & K Mitchell Family Limited Partnership, Managing Member of Lake Conroe Properties, LLC, a Texas limited liability company, and acknowledged the foregoing instrument to be the act and deed of the Declarant, and that he executed same as his free act and delivered same as such.

[Signature]
NOTARY PUBLIC - STATE OF TEXAS

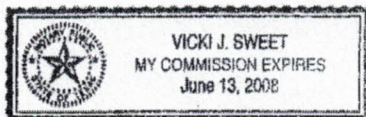


EXHIBIT E -Part 2

Rules & Regulations

This Member's Handbook of Rules & Regulations is for convenient reference. It does not replace or supercede the Association's Declaration, Bylaws, or CCRs.

TABLE OF CONTENTS

Section 1:	Common Elements
Section 2:	Parking Lot
Section 3:	Pool Area and Other Amenities
Section 4:	Architectural Control
Section 5:	Seasonal Decorations

SECTION 1

Common Elements

- 1) No one may store materials or objects of any kind on the common elements without prior consent from the Board of Trustees. This includes, but is not limited to: rubbish, plants, building materials, tools, lawn furniture, hoses and recreational equipment.
- 2) No one may place rubbish or other unsightly substances anywhere on the common elements, except in the waste containers provided for such purpose by the Association.
- 3) No one may commit any action which produces a noxious odor including disposing of excessively pungent rubbish in the waste containers provided by the Association.
- 4) Members are responsible for rules violations committed by their family, guests or tenants. Members are also liable for damage caused by their family, guests or tenants.
- 5) No one may make changes in the landscaping of the common elements without permission from the Board of Trustees.
- 6) All toys, recreational equipment and the like must be stored from sight by sunset.
- 7) No fires, firearms or fireworks are permitted on the common elements.
- 8) No barbecues, smokers, hibachis or similar type equipment are permitted anywhere within the property of Seven Coves Resort Condominium, including: patios, balconies, yards, walkways and other common elements. Propane fueled equipment is not allowed.
- 9) No irritating, immoral or illegal activity is permitted on the condominium property.

- 11) No off-road vehicles may be kept or operated anywhere on the common elements.
- 12) Rubbish containers are for household rubbish only; no business or commercial trash.
- 13) No one may commit any action which produces a loud noise on the common elements, except the operation of security devices used for security purposes. This includes, but is not limited to: the operation of power tools, revving of engines, and use of sound systems.
- 14) No rags or rugs are to be dusted from the window or beat on the exterior of the walls.
- 15) No clothing, linens, or rugs may be dried or aired outside if visible by other residents.
- 16) The use, maintenance, and function of the common elements is not to be obstructed, damaged, or reasonably interfered with by anyone.
- 17) No one may clean, paint, spray, varnish and/or repair furniture or any other objects anywhere on the common elements.
- 18) No pellet guns, bows, paintball guns, blowguns or other such weaponry may be operated or displayed on the common elements.

SECTION 2

Parking Lot

- 1) No commercial trucks, trailers or recreational vehicles may be parked in the parking lot, except those performing services for Members of the Association.
- 2) No one may conduct auto repairs in the parking lot which require his or her vehicle to be left unattended on jacks, bricks, blocks, ramps, lifts or other support structures.
- 3) No oil, anti-freeze, brake, transmission, fuel additives or other staining liquids may be spilled, poured, drained or leaked onto the parking lot.
- 4) No recreational vehicles including golf cars, boats, recreational vehicles, campers, personal watercraft or trailers may be stored in the parking lot. No inoperable or unlicensed vehicles may be stored in the parking lot for longer than ten (10) days.

SECTION 3

Architectural Control

- 1) No external architectural changes may be made to any unit without the prior written consent of the Board of Trustees, including but not limited to: awnings, screen enclosures and lattice panels.
- 2) Planters used on balconies and patios must have a base which does not allow water to drip through to the surface underneath.

3) Yard decor, lawn furniture, plants, planters, mops, brooms, buckets and other items stored on porches or balconies which are visible from the common elements shall be reasonably limited or concealed so as to not detract from the visual appeal of the condominium property. Reasonableness shall be determined by the Board of Trustees.

SECTION 4
Seasonal Decorations

1) Seasonal decorations shall not be installed sooner than six (6) weeks before a holiday season and must be removed no later than one (1) month later than the same holiday season.

2) Christmas lights may be installed on the eaves or porches of any Unit if they are UL approved exterior lights.

3) No decorations which create a safety hazard shall be permitted.

The foregoing CCRs were adopted by Lake Conroe Properties, LLC, a Texas limited liability company.

LAKE CONROE PROPERTIES, LLC

By  (per) _____
William K Mitchell, General Partner of W & K Mitchell Family Limited
Partnership, Managing Member of Lake Conroe Properties, LLC

EXHIBIT A

Survey

FIELD NOTE DESCRIPTION
0.737 ACRE IN THE ELIJAH COLLARD SURVEY, ABSTRACT NO. 7
MONTGOMERY COUNTY, TEXAS

BEING a 0.737 acre tract of land situated in the Elijah Collard Survey, Abstract No. 7, Montgomery County, Texas, being a portion of a called 8.7646 acre tract as described in deed to Lake Conroe Properties, LLC recorded under Clerk's File No. 2001-107932 of the Official Public Records of Montgomery County, Texas, said 0.737 acre tract being more particularly described as follows:

COMMENCING at a point in the southwesterly right-of-way line of Kingston Cove Lane (60' R.O.W.) for the northeasterly corner of Lot 142, Block 5, of Seven Coves, Section 3, according to the map or plat thereof recorded in Cabinet B, Sheet 11 of the Map Records of Montgomery County, Texas, said point also being the northwesterly corner of said 8.7646 acre tract;

THENCE departing Kingston Cove Lane with the southeasterly line of Lots 142 and 143 South 46° 12' 20" West a distance of 137.77 feet to a point for corner;

THENCE with the southwesterly line of Lots 140 and 141 North 73° 54' 12" West a distance of 257.38 feet to a point in the 201 Contour Line of Lake Conroe;

THENCE southwesterly with said 201 Contour Line of Lake Conroe and the westerly line of 8.7646 acre tract the following courses:

South 07° 13' 33" East a distance of 27.50 feet to a point for corner;

South 02° 17' 51" East a distance of 62.66 feet to a point for corner;

South 06° 09' 02" West a distance of 46.92 feet to a point for corner;

South 11° 17' 18" West a distance of 58.58 feet to a point for corner;

South 17° 40' 16" West a distance of 123.28 feet to a point for corner;

South 32° 02' 48" West a distance of 112.13 feet to a point for corner;

South 32° 32' 46" West a distance of 73.88 feet to a point for the northwesterly corner and POINT OF BEGINNING of the herein described.

THENCE departing Lake Conroe and severing said 8.7646 acre tract South 62° 33' 19" East a distance of 121.56 feet to a point for corner;

THENCE South 31° 36' 21" West a distance of 101.36 feet to a point for corner;

THENCE South 20° 18' 43" West a distance of 153.36 feet to a point for corner;

THENCE North 87° 53' 48" West a distance of 64.21 feet to a point for corner;

THENCE North 68° 46' 39" West a distance of 52.57 feet to a point in the 201 Contour Line of Lake Conroe, and being in the westerly line of 8.7646 acre tract;

THENCE northeasterly with said 201 Contour Line and with the westerly line of 8.7646 acre tract the following courses:

North 14° 22' 31" East a distance of 18.52 feet to a point for corner;

North 24° 31' 09" East a distance of 45.06 feet to a point for corner;

North 18° 46' 00" East a distance of 120.14 feet to a point for corner;

North 25° 23' 52" East a distance of 61.53 feet to a point for corner;

North 32° 32' 46" East a distance of 43.32 feet to the POINT OF BEGINNING.

CONTAINING a computed area of 0.737 acre of land within this Field Note Description.

This Field Note Description was prepared from a survey performed on the ground on September 05, 2006 by Texas Professional Surveying, LLC., Registered Professional Land Surveyors and is referenced to Survey Drawing Project No. F11-03B

9-19-06

Date

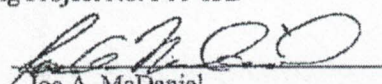
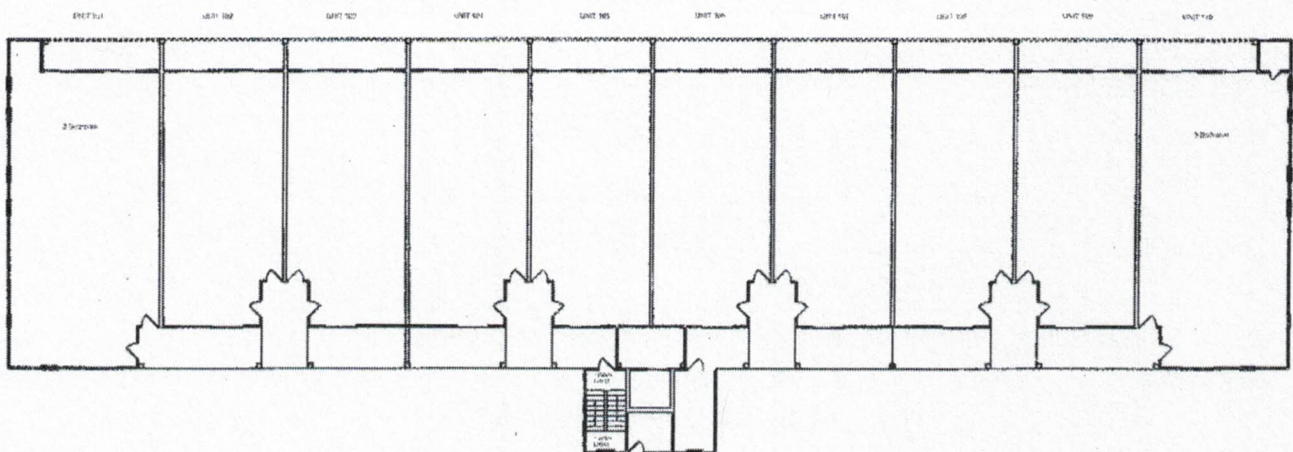
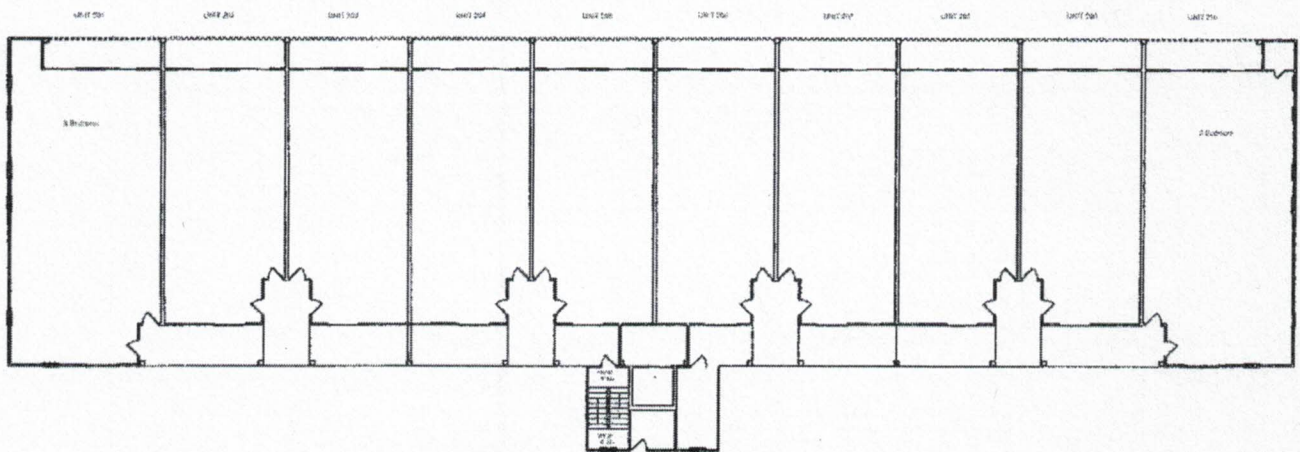
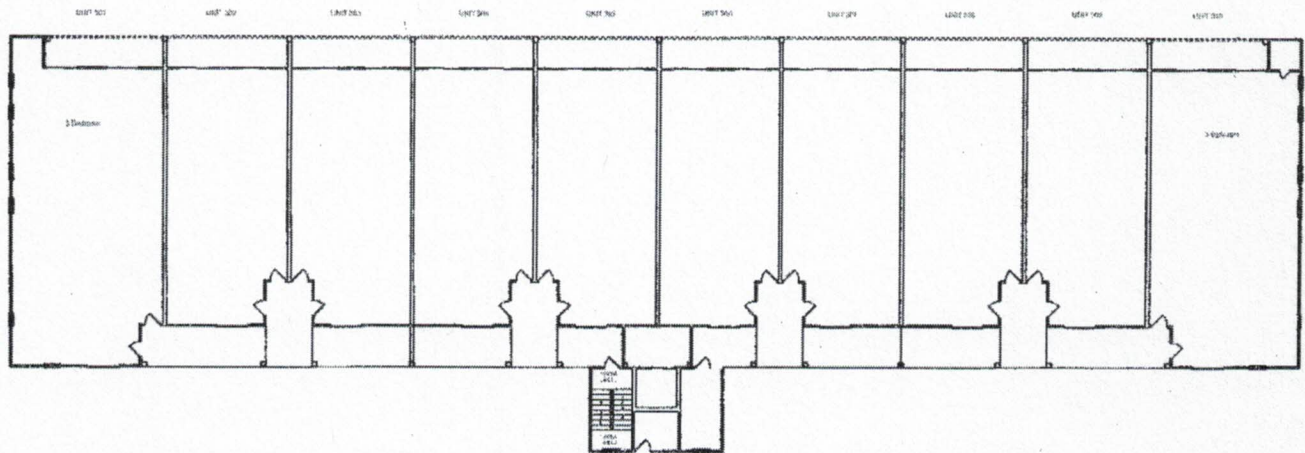

Joe A. McDaniel
R.P.L.S. No. 4081



EXHIBIT B

Unit Descriptions



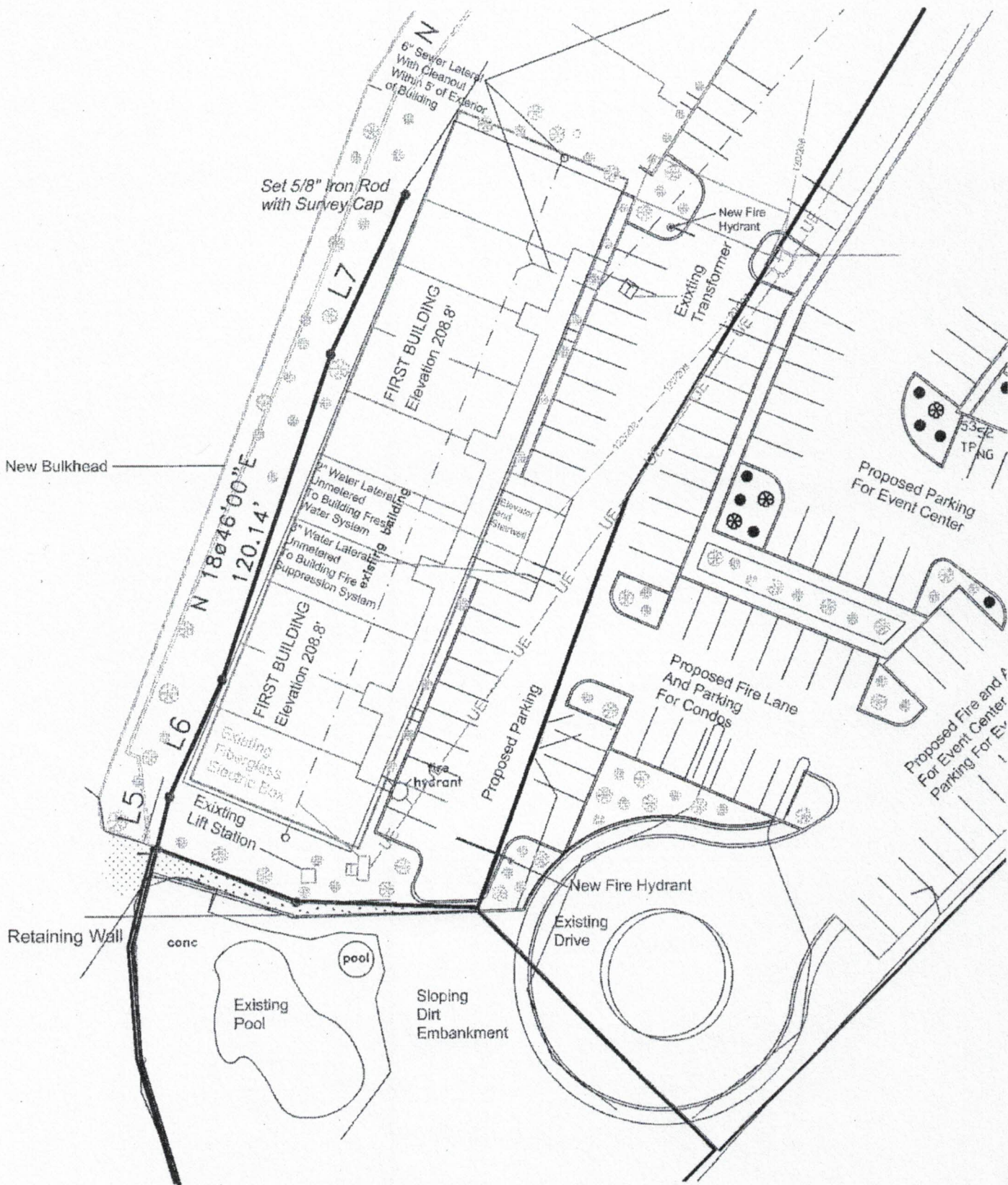


EXHIBIT F

4

Declarations of Cross Easements

EXHIBIT D

[Attached to and Made a Part of
Declaration of Cross-Easements
By
THE LANDING AT SEVEN COVES ASSOCIATION, INC.]

LEGAL DESCRIPTION OF THE STREET EASEMENT

TRACT ONE

Being a 26 foot wide Road Easement situated in the Elijah Collard Survey A-7, Montgomery County, Texas, a part of that certain called 11.8533 Acre Tract recorded under Film Code Number 118-81-8833 of the Real Property Records of Montgomery County, Texas, the centerline of said 26 foot Road Easement being more particularly described as follows:

Beginning at a point for the centerline of said 26 foot road easement, South $11^{\circ}10'51''$ East, 146.61 feet from the most easterly corner of Lot 142, Block 2, Seven Coves Subdivision, Section 3, as recorded in Cabinet 8, Sheet 11, of the Map Records of Montgomery County;

THENCE North $70^{\circ}01'45''$ West, along the centerline, a distance of 137.12 feet, to the point of curvature;

THENCE along a curve to the left, having a radius of 35.88 feet, a central angle of $90^{\circ}00'00''$, a chord bearing of South $35^{\circ}33'13''$ West, a chord distance of 49.18 feet, an arc length of 66.78 feet, to the point of tangency;

THENCE South $10^{\circ}33'13''$ West, a distance of 130.88 feet, to an angle point;

THENCE South $17^{\circ}48'17''$ West, 116.43 feet, to an angle point;

THENCE South $30^{\circ}49'00''$ West, 208.17 feet, to an angle point;

THENCE South $30^{\circ}32'00''$ West, 130.88 feet, to the centerline
POINT OF TERMINATION of said 26 foot road easement, containing 23,393 square feet or 0.5338 acres of land.

TRACT TWO

Being a 26 foot wide Road Easement situated in the Elijah Collard Survey A-7, Montgomery County, Texas, a part of that certain called 11.8533 acre tract recorded under Film Code Number 118-81-8833 of the Real Property Records, of Montgomery County, Texas, the centerline of said 26 foot Road Easement being more particularly described as follows:

Beginning at a point for the centerline of said 26 foot Road Easement, South $34^{\circ}30'37''$ West, 143.91 feet from the most easterly corner of Lot 142, Block 2, Seven Coves Subdivision, Section 3, as recorded in Cabinet 8, Sheet 11 of the Map Records of Montgomery County;

THENCE with the centerline of said 26 foot Road Easement, along a curve to the right having a radius of 321.05 feet, a central angle of $41^{\circ}31'43''$, a chord bearing of South $34^{\circ}33'08''$ East, a chord distance of 138.97 feet, an arc length of 326.16 feet, to the
POINT OF TERMINATION, containing 6,134 square feet or 0.140 acres of land.

TRACT TABLE

Being a 0.2111 acre Road Easement situated in the Elijah Gellard Survey A-1, Montgomery County, Texas, a part of that certain called 11.2539 Acre Tract, recorded under Film Code Number 115-21-0637 of the Real Property Records, of Montgomery County, Texas, said Road Easement being more particularly described as follows:

Beginning at a point on the southerly right-of-way line of Kingston Cove Lane (22 feet R.O.W.) for the most easterly corner of the herein described easement, and being South $11^{\circ}41'31''$ East, 107.00 feet, from the most easterly corner of Lot 101, Block 3, Seven Coves Subdivision, Section 3, as recorded in Cabinet 8, Sheet 11 of the Map Records of Montgomery County;

THENCE South $18^{\circ}20'29''$ West, leaving Kingston Cove Lane, a distance of 86.03 feet, to an angle point;

THENCE South $19^{\circ}49'00''$ West, a distance of 101.97 feet, to a point of curvature;

THENCE in a northwesterly direction, along a curve to the right, having a radius of 135.00 feet, a central angle of $80^{\circ}39'08''$, a chord bearing of South $45^{\circ}05'30''$ West, a chord distance of 115.40 feet, an arc length of 115.34 feet, to a point of tangency;

THENCE South $79^{\circ}20'05''$ West, a distance of 316.00 feet, to a point for corner;

THENCE in a northwesterly direction, along a curve to the left, having a radius of 239.00 feet, a central angle of $4^{\circ}44'32''$, a chord bearing of North $89^{\circ}47'35''$ West, a chord distance of 39.87 feet, an arc length of 39.03 feet, to a point for corner;

THENCE North $78^{\circ}20'00''$ East, a distance of 243.14 feet, to a point of curvature;

THENCE in a northeasterly direction, along a curve to the left, having a radius of 105.00 feet, a central angle of $38^{\circ}39'00''$, a chord bearing of North $45^{\circ}05'30''$ East, a chord distance of 89.33 feet, an arc length of 71.02 feet, to the point of tangency;

THENCE North $19^{\circ}49'00''$ East, a distance of 110.0 feet, to an angle point;

THENCE North $10^{\circ}10'30''$ East, a distance of 31.73 feet, to an angle point;

THENCE North $4^{\circ}04'49''$ West, a distance of 41.00 feet to an angle point;

THENCE North $32^{\circ}31'41''$ East, a distance of 31.37 feet to an angle point;

THENCE North $19^{\circ}14'31''$ East, a distance of 29.30 feet, to an angle point;

THENCE North $45^{\circ}46'10''$ East, a distance of 19.21 feet, to an angle point;

THENCE North $24^{\circ}02'00''$ East, a distance of 48.03 feet, to a point on the southerly right-of-way line of Kingston Cove Lane for the most northerly corner of the herein described easement;

THENCE in a southeasterly direction, along the southerly right-of-way line, along a curve to the left, having a radius of 170.00 feet, a central angle of $7^{\circ}20'20''$, a chord bearing of South $81^{\circ}04'46''$ East, a chord distance of 26.23 feet, an arc length of 26.23 feet to a point for corner;

THENCE South $34^{\circ}02'00''$ West, leaving Kingston Cove Lane, a distance of 15.10 feet, to a point for corner;

THENCE North $21^{\circ}11'00''$ East, a distance of 41.91 feet, to a point on the southerly line of Kingston Cove Lane;

THENCE in a southeasterly direction along the southerly right-of-way line of Kingston Cove Lane, along a curve to the left, having a radius of 375.00 feet, a central angle of $3^{\circ}31'47''$, a chord bearing of South $81^{\circ}05'10''$ East, a chord distance of 23.07 feet, an arc length of 23.07 feet, to the POINT OF BEGINNING, containing 0.2111 acre of land.

②

Being a 1.5131 Avea Road Easement situated in the Elijah Colliard Survey
A-7, Montgomery County, Texas, a part of that certain called 11.5131
Avea Tract, recorded under Film Code Number 115-51-5533 of the Real
Property Records, of Montgomery County, Texas, said Road Easement being
more particularly described as follows:

Beginning at a point on the southerly right-of-way line of Kingston
Cove Lane 165 feet S.W. 1/4 for the northeast corner of the herein
described easement, and being South 66°45'17" East, 433.32 feet from
the west easterly corner of Lot 142, Block 8, Narva Covea Subdivision
Section 3, as recorded in Exhibit B, Sheet 11 of the Map Records of ..
Montgomery County, Texas;

THENCE leaving Kingston Cove Lane, along a curve to the right having
a radius of 36.88 feet, a central angle of 161°23'34", a chord bearing
of South 61°08'21" West, a chord distance of 70.81 feet, an arc distance
of 91.18 feet, to the POINT OF TANGENCY;

THENCE in a westerly direction, along the southerly line of the herein
described easement, the following courses and distances:

North 78°47'22" West,	109.71 feet;
South 11°44'33" West,	17.64 feet;
North 78°38'33" West,	73.98 feet;
North 6°23'34" East,	17.98 feet;
North 89°54'03" West,	19.38 feet;
South 63°36'48" West,	9.97 feet;
South 13°51'46" West,	8.25 feet;
South 78°49'47" East,	18.88 feet;

THENCE in a southerly direction, along the easterly line of said Road
Easement, the following courses and distances:

all courses and distances are as shown on the map of the tract

South 19°18'13" West,	91.71 feet;
North 78°49'47" West,	18.88 feet;
South 19°02'20" West,	10.17 feet;
South 78°38'08" East,	18.88 feet;
South 19°33'08" West,	64.88 feet;
North 78°29'08" West,	18.88 feet;
South 34°43'34" West,	15.35 feet;
South 47°14'33" East,	18.88 feet;
South 43°13'37" West,	120.64 feet;
North 47°24'33" West,	18.88 feet;
South 43°43'17" West,	7.54 feet;
South 43°34'34" East,	19.89 feet;
South 42°15'06" West,	135.73 feet;
North 47°14'14" West,	18.88 feet;
South 43°18'21" West,	8.11 feet;
South 43°38'30" East,	18.88 feet;
South 43°08'30" West,	137.20 feet;
North 43°18'30" West,	18.88 feet;
South 38°31'48" West,	8.93 feet;
South 43°41'02" East,	18.88 feet;
South 43°14'08" West,	135.46 feet;
North 43°41'32" West,	18.88 feet;
South 40°31'57" West,	18.25 feet;
South 43°18'38" East,	18.88 feet;
South 43°21'22" West,	136.38 feet;

to the southeast corner
of the herein described easement;

THENCE in a northwesterly direction the following courses and distances.

North 43°22'38" West,	18.88 feet;
South 38°31'48" West,	7.93 feet;
North 43°31'48" West,	22.43 feet;

to the southwest corner
of the herein described road easement

THENCE in a northeasterly direction, along a curve to the right,
having a radius of 304.88 feet, a central angle of 7°06'21", a chord
bearing of North 40°31'43" East, a chord distance of 111.81 feet, an
arc distance of 111.82 feet, to a point;

(5)

EXHIBIT B

Attached to and Made a Part of
Declaration of Cross-Easements
By
THE LIVING BY SEVEN COVES ASSOCIATION, INC.)

LEGAL DESCRIPTION OF THE UTILITY EASEMENT

TRAIL SIX

Being a 0.2725 Acre Easement situated in the Elijah Callard Survey
2-1, Montgomery County, Texas, a part of that certain called 11.5129
Acre Tract, recorded under Film Code Number 115-21-0222 of the Real
Property Records of Montgomery County, Texas, the centerline of said
12 foot Easement, being more particularly described as follows:

Commencing at a point on the southerly right-of-way line of Kingston
Cove Lane 120 feet R.O.W. for the most easterly corner of Lot 122,
Block 5, Section 3, of Seven Coves Subdivision, as recorded in Vol.
8, Sheet 11 of the Map Records of Montgomery County;

THENCE in a southeasterly direction, along a curve to the left,
having a radius of 175.00 feet, a central angle of $1^{\circ}38'21''$, a
chord bearing of South $41^{\circ}11'31''$ East, a chord distance of 11.02 feet
an arc distance of 13.05 feet, to the POINT OF BEGINNING, of the
herein described Easement;

THENCE along the centerline of the herein described 12 foot wide
Easement, the following courses and distances;

South $44^{\circ}41'35''$ West,	121.31 feet;
South $42^{\circ}30'38''$ West,	173.14 feet;
South $41^{\circ}09'28''$ West,	122.17 feet;
South $41^{\circ}39'28''$ West,	125.03 feet;
South $44^{\circ}44'28''$ West,	418.19 feet;
South $47^{\circ}18'09''$ East,	103.16 feet;

THENCE South $32^{\circ}19'29''$ East, a distance of 65.22 feet, to the
centerline POINT OF TERMINATION, of the herein described Easement,
containing 0.2725 Acre of land.

TRAIL TEN

Being a 0.2123 Acre Easement situated in the Elijah Callard Survey
2-1, Montgomery County, Texas, a part of that certain called 11.5129
Acre Tract, recorded under Film Code Number 115-21-0222 of the Real
Property Records of Montgomery County, Texas, the centerline of said
12 foot Easement, being more particularly described as follows:

Commencing at a point on the southerly right-of-way line of Kingston
Cove Lane 120 feet R.O.W. for the most easterly corner of Lot 122,
Block 5, Section 3, of Seven Coves Subdivision, as recorded in Vol.
8, Sheet 11 of the Map Records of Montgomery County;

THENCE in a southeasterly direction, along a curve to the left,
having a radius of 175.00 feet, a central angle of $1^{\circ}38'21''$, a
chord bearing of South $41^{\circ}11'31''$ East, a chord distance of 11.02
feet, an arc distance of 13.05 feet, to the POINT OF BEGINNING, of
the herein described Easement;

THENCE South $44^{\circ}41'35''$ West, along the centerline of said 12 foot
wide Easement, a distance of 101.14 feet, to an angle point;

THENCE South $41^{\circ}39'28''$ West, continuing along said centerline, a
distance of 424.34 feet, to an angle point;

THENCE South $44^{\circ}44'28''$ West, continuing along the centerline of said
12 foot wide Easement, a distance of 311.98 feet, to the POINT OF
TERMINATION, containing 0.2123 Acre of land.

6
TRACT THREE

Being a 0.3310 Acre Easement, situated in the Elijah Callard Survey A-7, Montgomery County, Texas, a part of that certain called 11.5732 Acre Tract, recorded under Film Code Number 116-51-8139 of the Real Property Records of Montgomery County, Texas, the centerline of said 10 foot Easement, being more particularly described as follows:

Commencing at a point on the southerly right-of-way line of Kingston Cove Lane (60 feet R.O.W.) for the most easterly corner of Lot 142, Block 3, Section 3, of Seven Coves Subdivision, as recorded in C&G, Sheet 11 of the Map Records of Montgomery County;

THENCE in a southeasterly direction, along a curve to the left, having a radius of 375.00 feet, a central angle of $0^{\circ}30'29''$, a chord bearing of South $43^{\circ}19'30''$ East, a chord distance of 1.00 foot, an arc distance of 1.00 foot, to the POINT OF BEGINNING, of the herein described Easement;

THENCE along the centerline of the herein described 10 foot wide Easement, the following courses and distances:

South $46^{\circ}43'35''$ West,	137.63 feet;
South $87^{\circ}26'38''$ West,	178.55 feet;
South $13^{\circ}08'05''$ West,	129.47 feet;
South $23^{\circ}39'05''$ West,	125.85 feet;
South $24^{\circ}44'05''$ West,	448.05 feet;
South $43^{\circ}10'05''$ East,	158.90 feet;
South $13^{\circ}30'05''$ East,	65.64 feet;

THENCE North $43^{\circ}09'00''$ East, a distance of 190.00 feet, to the centerline POINT OF TERMINATION, of the herein described Easement, containing 0.3310 Acre of land.

TRACT FOUR

Being a 0.0227 Acre Easement situated in the Elijah Callard Survey A-7, Montgomery County, Texas, a part of that certain called 11.5732 Acre Tract, recorded under Film Code Number 116-51-8139 of the Real Property Records of Montgomery County, Texas, the centerline of said 10 foot Easement being more particularly described as follows:

Commencing at a point on the southerly right-of-way line of Kingston Cove Lane (60 feet R.O.W.) for the most easterly corner of Lot 142, Block 3, Section 3, of Seven Coves Subdivision, as recorded in C&G, Sheet 11 of the Map Records of Montgomery County;

THENCE South $43^{\circ}01'27''$ West, a distance of 280.01 feet, to the POINT OF BEGINNING, of the herein described easement;

THENCE North $88^{\circ}51'01''$ East, along the centerline of said 10 foot wide easement, a distance of 98.92 feet, to the POINT OF TERMINATION, containing 0.0227 Acre of land.

(7)

TRAIL FIVE

Being a 0.0012 Acre Easement situated in the Elijah Collier Survey
No. 1, Montgomery County, Texas, a part of that certain called 11.5139
Acre Tract, recorded under Film Code Number 115-41-0511 of the Salt
Property Records of Montgomery County, Texas, the centerline of said
Easement being more particularly described as follows:

Commencing at a point on the southerly right-of-way line of
Kingsley Cove Lane (60 feet R.O.W.) for the most easterly corner
of Lot 147, Block 3, Section 3, of Seven Coves Subdivision, as
recorded in Exhibit B, Sheet 11 of the Map Records of Montgomery
County;

THENCE South $34^{\circ}21'45''$ West, a distance of 525.71 feet, to the
POINT OF BEGINNING, of the herein described easement;

THENCE South $84^{\circ}31'00''$ West, along the centerline of said 10 feet
wide easement, a distance of 45.00 feet, to the POINT OF TERMINATION,
containing 0.0012 Acre of land.

EXHIBIT G

Additional Phases

Any and all tracts of real property in Montgomery County, Texas, that are hereafter submitted to and annexed hereunder in accordance with ARTICLE XII of the Declaration.

EXHIBIT H

Certificate of Incorporation and Bylaws



Office of the Secretary of State

CERTIFICATE OF FILING OF

SHR Luxury Condominium Association, Inc.
File Number: 800715672

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 10/03/2006

Effective: 10/03/2006



A handwritten signature in cursive script that reads "Roger Williams".

Roger Williams
Secretary of State

Form 202
(Revised 1/06)

Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: \$25



Certificate of Formation
Nonprofit Corporation

This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas
OCT 03 2006
Corporations Section

Article 1 – Entity Name and Type

The filing entity being formed is a nonprofit corporation. The name of the entity is:

SHR Luxury Condominium Association, Inc.

Article 2 – Registered Agent and Registered Office

(Select and complete either A or B and complete C)

☐ A. The initial registered agent is an organization (cannot be entity named above) by the name of:

OR

☒ B. The initial registered agent is an individual resident of the state whose name is set forth below:

William B. Mitchell

First Name M.I. Last Name Suffix

C. The business address of the registered agent and the registered office address is:

7041 Kingston Cove, Willis TX 77318
Street Address City State Zip Code

Article 3 – Management

☒ The management of the affairs of the corporation is to be vested in the nonprofit corporation's members.

OR

☐ The management of the affairs of the corporation is vested in the board of directors. The number of directors constituting the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting of members or until their successors are elected and qualified are as follows:

A minimum of three directors required.

Director 1				
William	B.	Mitchell		
First Name	M.I.	Last Name		Suffix
10814 Laurel Creek Drive	Austin	TX	78726	USA
Street or Mailing Address	City	State	Zip Code	Country

Director 2				
Mike		Guinn		
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>	
8306 Foxhound Trail	Austin	TX	78729	USA
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>	<i>Country</i>

Director 3				
Debbie		Buckley		
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>	
7041 Kingston Cove Lane, Unit 21	Willis	TX	77318	USA
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>	<i>Country</i>

Article 4 – Members

- ☒ The nonprofit corporation shall have members.
- ☐ The nonprofit corporation will have no members.

Article 5 – Purpose

This nonprofit corporation is formed for any lawful purpose or purposes not expressly prohibited under chapters 2 or 22 of the Texas Business Organizations Code, including any purpose described by section 2.002 of the Code.

Article 6 – Manner of Distribution

(See instructions.)

- ☐ The corporation is authorized on its winding up to distribute the nonprofit corporation's assets in a manner other than as provided by section 22.304 of the Code. The manner of distribution is as follows or as set forth in the attached addendum which is incorporated herein by reference:

Supplemental Provisions/Information

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

Organizer

The name and address of the organizer:

Barbara Gibson

Name Barbara Gibson

4214 Medical Parkway, Suite 202, Austin, TX 78756

Street or Mailing Address

City

State

Zip Code

Effectiveness of Filing (Select either A, B, or C.)

- A. ☒ This document becomes effective when the document is filed by the secretary of state.
- B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. ☐ This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: October 3, 2006



Signature of organizer

Barbara Gibson

SHR LUXURY CONDOMINIUM ASSOCIATION, INC.
A Texas Non-Profit Corporation

ARTICLES OF INCORPORATION

The undersigned, for the purpose of forming a corporation under the Non-Profit Corporation Act of The State of Texas, and as required by Chapter 82 of the Texas Property Code, known as the Uniform Condominium Act (hereinafter referred to as the "Act"), hereby adopts the following Articles of Incorporation (hereinafter the "Articles").

ARTICLE I

Name. The name of the corporation is SHR LUXURY Condominium Association, Inc., (hereinafter the "Association").

ARTICLE II

Term. The Association shall exist perpetually.

ARTICLE III

Purpose and Powers. The Association contemplates no pecuniary gain or profit to the Members thereof and, as such, is specifically organized and operated to provide for the management, maintenance, preservation, protection and development of the Property created by that certain Declaration of Condominium (hereinafter the "Declaration") as recorded by the office of the Clerk for Montgomery County, Texas, and to promote the health, safety and welfare of the owners of Units within said Property and any additions thereto as may be brought within the jurisdiction of the Association, and for this purpose to have and to exercise any and all of the powers, rights and privileges and to perform all of the duties and obligations of the Association as set forth in the Act as amended from time to time and in the Declaration, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length; and in furtherance of the foregoing purposes, but not otherwise, shall have and may exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Act of The State of Texas by law may now or hereafter have or exercise; including but in no way limited to the following:

- (a) Real and Personal Property. To acquire by gift, purchase, trade or any other method; to own, operate, build upon, manage, rent, sell, develop, encumber and otherwise deal in and with interests in the Property, including the General Common Elements and any Limited Common Elements maintained thereon from time to time, or in other real property adjacent to the Property and interests in personal property of all kinds and character, tangible and intangible, used or useful in connection with the Property.