

SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS
for
THE SEVENTH HOMEOWNERS' ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

The undersigned, being the authorized representative of The Seventh Homeowners' Association, Inc. (the "Association"), a property owners' association as defined in Section 202.001 of the Texas Property Code, hereby supplements instruments entitled "Notice of Filing of Dedicatory Instruments for The Seventh Homeowners Association, Inc.," "Notice of Filing of Dedicatory Instruments of The Seventh at Sonterra Association, Inc.," "Supplemental Notice of Dedicatory Instruments for The Seventh Homeowners' Association, Inc." and "Supplemental Notice of Dedicatory Instruments for The Seventh Homeowners' Association, Inc." recorded in the Official Public Records of Real Property of Bexar County, Texas under Clerk's File Nos. 2000-0001683, 20120015053, 20200167389 and 20210190053 (the "Notice") was filed of record for the purpose of complying with Section 202.006 of the Texas Property Code.

Additional Dedicatory Instrument. In addition to the Dedicatory Instruments identified in the Notice, the following documents are Dedicatory Instruments governing the Association.

- **Architectural Review Committee Application Review and Appeals Procedure and Guidelines Policy of the Board of Directors for The Seventh Homeowners' Association, Inc.**
- **Resolution of the Board of Directors of The Seventh Homeowners' Association, Inc. adopting Architectural Review Committee Charter.**
- **Bid Solicitation Policy for The Seventh Homeowners' Association, Inc.**
- **Certificate of Secretary of The Seventh Homeowners' Association, Inc. regarding Board Resolution adopting Common Area Policy.**
- **Display of Religious Items Policy for The Seventh Homeowners' Association, Inc.**
- **Flag Policy for The Seventh Homeowners' Association, Inc.**
- **209 Hearing Policy for The Seventh Homeowners' Association, Inc.**

True and correct copies of such Dedicatory Instruments are attached to this Supplemental Notice.

This Supplemental Notice is being recorded in the Official Public Records of Real Property of Bexar County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Supplemental Notice is true and correct and that the copies of the Dedicatory Instruments attached to this Supplemental Notice are true and correct copies of the originals.

Executed on this 17th day of November, 2021.

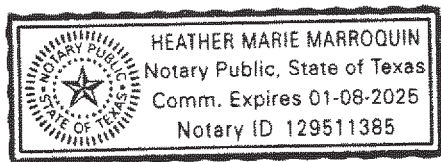
THE SEVENTH HOMEOWNERS'
ASSOCIATION, INC.

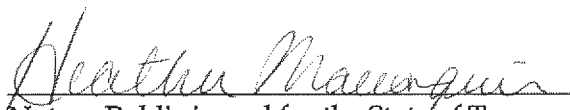
By:


Brady E. Ortego, authorized representative

THE STATE OF TEXAS §
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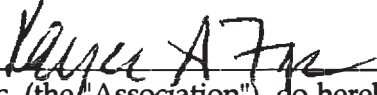
BEFORE ME, the undersigned notary public, on this 17th day of November, 2021 personally appeared Brady E. Ortego, authorized representative of The Seventh Homeowners' Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.




Notary Public in and for the State of Texas

CERTIFICATE OF SECRETARY
of
THE SEVENTH HOMEOWNERS' ASSOCIATION, INC.
regarding
BOARD RESOLUTION
adopting
COMMON AREA POLICY

STATE OF TEXAS §
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COUNTY OF BEXAR §

I,  Secretary of The Seventh Homeowners' Association, Inc. (the "Association"), do hereby certify that at a meeting of the Association's Board of Directors of the Association (the "Board") duly called and held on the 21st day of September, 2021, with at least a quorum of the members of the Board being present and remaining throughout, and being duly authorized to transact business, the following resolution was duly made and approved by a majority vote of the members of the Board:

WHEREAS, Article Two, Section 3(c), of the "Declaration of Covenants, Conditions and Restrictions for The Seventh" recorded in Volume 4695, Page 0100, in the Official Public Records of Real Property of Bexar County, Texas (as amended, the "Declaration") provides that every Owner shall have a right and benefit of the use and enjoyment of the Common Area subject to the right of the Association to make rules and regulations relating to the use and maintenance of the Common Areas; and

WHEREAS, the Board desires to implement rules and regulations relating to the use of the Common Area.

NOW, THEREFORE, the Board hereby adopts this Common Area Policy (the "Policy") set forth below.

COMMON AREA POLICY

- 1.1 The capitalized terms used in this Policy shall have the same meanings as that ascribed to them in the Declaration, unless otherwise indicated herein.
- 1.2 The Common Area: shall mean property owned by or under the control or jurisdiction of the Association for the common use and benefit of the Owners and any others allowed such use by agreement with the Association, together with such other property as the Association may, at any time or from time to time, acquire by purchase or otherwise, subject, however, to the easements, limitations, restrictions, dedications and reservations applicable thereto by virtue hereof and/or by virtue of plats

of the Property filed of record, and/or by virtue of prior grants or dedications. Common Area may be owned by others (e.g., a utility district) and subject to a use agreement by the Association and its members. References herein to the "Common Area" shall mean and refer to Common Area as defined respectively in the Declaration and any Supplemental Declarations. "Common Area" shall also mean and refer to all existing and subsequently provided improvements upon or within the Common Area except those as may be expressly excluded in the dedicatory instruments of the Association. The term "Common Area" may include, but not necessarily be limited to, the following: structures for recreation, the clubhouse, swimming pool, pool pavilion, structures for storage protection of equipment, fountains, statuary, sidewalks, golf cart path, streets, fences, gates, landscaping, and other similar and appurtenant improvements.

- 1.3 This Policy applies to all Common Area, provided that the Board may issue (or may have issued) rules and regulations for specific portions of the Common Area, or for specific facilities or improvements within the Common Area (e.g., Pool Rules, Parking Policy, Pet Policy, etc.). If this Policy conflicts with any above referenced specific policy, the specific policy will control.
- 1.4 When using the Common Area, the following rules and regulations apply:
 - a. All Owners, residents, and/or guests must conduct themselves in a manner as not to interfere with the rights and privileges of other Owners, residents, and/or guests.
 - b. Loud, profane, indecent, or abusive language is prohibited.
 - c. Public intoxication within the Common Area is prohibited.
 - d. Unless approved by the Association, motorized vehicles of all types (cars, trucks, vans, golf carts, neighborhood electric vehicles, all-terrain vehicles, electric bicycles, electric personal assistive mobility devices (EPAMDs), pocket bikes, mini-motorbikes, dirt bikes, mopeds, motorcycles, motor-driven cycles, utility type vehicles and recreational off-highway vehicles, as some or all of these devices may be defined by the Texas Transportation Code, or its successor statute) are prohibited on sidewalks, pool deck and unpaved areas of the Common Area. The term "motorized vehicles" does not include motorized mobility devices used by disabled persons.

- e. Skateboards, bicycles and other non-motorized methods of transportation are prohibited on sidewalks, pool deck and unpaved areas of the Common Area.
 - f. Common Area trash receptacles shall be used for disposal of trash generated during Owner's, resident's or their guests' use of the Common Area only. Trash shall be either placed in a receptacle at or near the Common Area or removed from the Common Area.
 - g. Dumping or storage of any personal items within the Common Area is prohibited.
 - h. Damages to Common Areas from contractor access such as driving trucks and trailers into the Common Areas and the use of wheel barrows, digging trenches, spilling chemicals, etc. is prohibited and the Owner's account will be fined and/or debited for repair costs accordingly.
 - i. Glass containers are prohibited in all Common Areas (e.g. pool area), with the exclusion of inside of the clubhouse.
 - j. All pets on the Common Area must at all times be on a leash and under the control of a responsible person. Pets may not be tied or tethered to trees, fences or other items in the Common Area. Owners, residents and their guests are required to dispose of pet waste as needed in appropriate trash receptacles. Owners, residents or their guests walking pets are encouraged to bring disposable bags with them. Pets on the pool deck or in the pool are strictly prohibited.
 - k. Proper safety and respect shall be exercised when on the Common Area. Owners, residents or their guests shall act in a manner that will not jeopardize the safety or disturb the peace of others by their actions.
- 1.5 Should an Owner, resident or their guest cause the Association's hired security company to be called to The Seventh at Sonterra, the Owner's account will be charged for the expense related to same, as well as any applicable Board approved fines per fining policy. Additionally, any contractor costs to locate and provide relevant video evidence from HOA cameras documenting rule violations and/or destruction of HOA property will be charged to the responsible Owner's HOA account.
- 1.6 Owners, resident, their guests or contractors are responsible for any damage to entrance/exit access equipment including but not limited to, keypads, gates and traffic control arms. The cost of any damage to gate or

traffic control arm by persons trying to follow another vehicle through will be charged to the associated owner's account.

- 1.7 Common Areas, including those between Owners Lots, are not available for private or other gatherings organized by one or more Owner or resident without the express consent of the Board. Special requests must be made, through management company, at least five (5) business days in advance to ensure time for Board to review. Requests must be detailed and include purpose, type of use, number of participants, date/time, etc. In addition to potential fines, per fining policy, **any unauthorized use will constitute trespassing and the Association will pursue any and all civil and criminal actions available.**
- 1.8 No games, grills or other personal items shall be used or left in street as this restricts traffic and presents a safety risk to vehicular and pedestrian traffic.
- 1.9 Should an Owner, resident or their guest create an unsafe environment in any common area (e.g. broken glass), they will immediately clean up the materials posing risk to others using the common area. Failure to immediately take action to clean up such materials will result in owner being pursued for all remediation costs expended by HOA in addition to any applicable fines per fining policy.
- 2.0 In addition to any other rights or remedies provided under this Policy, the Declaration, Bylaws, Rules and Regulations and other policies, any violation of this Policy, whether by the Owner, resident or their guest, will subject the Owner to fining in accordance with the Association's Fining Policy. Additionally, failure to comply with this Policy, will be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing resolution was approved as set forth above and now appears in the books and records of the Association.

TO CERTIFY which witness my hand this the 11 day of November, 2021.

THE SEVENTH HOMEOWNERS'
ASSOCIATION, INC.

By: Kayce A. Fyfe

Printed: KAYCE A. FYFE

Its: Secretary

THE STATE OF TEXAS §
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COUNTY OF Bexar §

BEFORE ME, the undersigned notary public, on this 11th day of NOV., 2021 personally appeared KAYCE FYFE, Secretary of The Seventh Homeowners' Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



Avery C. Stacy
Notary Public in and for the State of Texas

File Information

**eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY
LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

Document Number: 20210322033
Recorded Date: November 17, 2021
Recorded Time: 4:26 PM
Total Pages: 30
Total Fees: \$138.00

**** THIS PAGE IS PART OF THE DOCUMENT ****

**** Do Not Remove ****

Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 11/17/2021 4:26 PM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk