NOTICE OF FILING OF DEDICATORY INSTRUMENTS OF THE SEVENTH AT SONTERRA ASSOCIATION, INC.

STATE OF TEXAS	§	VNOW ALL MENDY THESE DESCRITS.	SOM
COUNTY OF BEXAR	8	KNOW ALL MEN BY THESE PRESENTS:	SCANNED
		sons with any interest in or claim to any parts of th iation, Inc. that said property is subject to the attac	
·		of The Seventh Homeowners Association, Inc. ers Association, Inc. Clubhouse Reservation & Poo	l Rules
		out not all of the dedicatory instruments of the Assouments are available on the following website(s), i	
By their signatures below th documents are dedicatory in		President and Secretary of the Association certify uments of the Association.	that the attached
Thus e	xec	uted this 30 day of December	, 20 <u> </u>
		The Seventh at Sonterra Association, Inc. By: Don Jones, Its President	
		ATTIEST:	

PI2-20120015053-11

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STATE OF TEXAS

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COUNTY OF BEXAR

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I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by **Don Jones**, President, The Seventh at Sonterra Association, Inc., on the date of execution set forth above.

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Notary Public, Sun Notary Public, Sun Notary Public Notary Comm. Exp. 04-13-2014

STATE OF TEXAS

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COUNTY OF BEXAR

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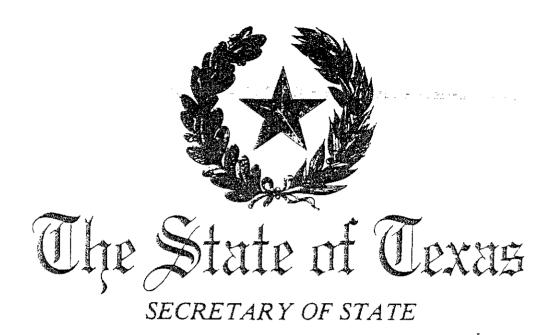
I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by Shelly Johnson, Secretary, The Seventh at Sonterra Association, Inc., on the date of execution set forth above.

AFTER RECORDING RETURN TO:

Asset Property Management, Inc. 8200 Perrin Beitel, Suite 128 San Antonio, Tx 78218 (210) 342-1181

Notary Public, State

Notary Public State of Texas Comm. Exp. 04-13-2014 ୡ୰ୡୖୡ୕ୡ୕ୡୡୡୡୡୡୡୡୡୡୡୡୡ<mark>ୡୡୡୡୡୡ</mark>

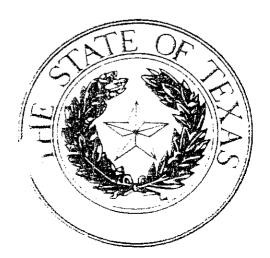


The undersigned, Secretary of State of the State of Texas, HEREBY CERTIFIES that the attached is a true and correct copy of the following described instruments on file in this Office:

THE SEVENTH HOMEOWNERS; ASSOCIATION, INC.

Articles of Incorporation

November 13, 1989



IN TESTIMONY WHEREOF, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in the City of Austin, this

Secretary of State

RECUADED BY TEXAS PROFESSIONAL TITLE, INC.

In the Office of the Secretary of Stand of Stand

ARTICLES OF INCORPORATION OF

THE SEVENTH HOMEOWNERS' ASSOCIATION, INC.

The undersigned natural person of the age of eighteen (18) years or more, citizen of the State of Texas, acting as incorporator of a corporation under TEX. REV. CIV. STAT. ANN. art. 1396-1.01 et seq., the Texas Non-Profit Corporation Act (hereinafter called the "Act") hereby adopts the following Articles of Incorporation for such corporation.

ARTICLE I

NAME

The name of the corporation is THE SEVENTH HOMEOWNERS' ASSOCIATION, INC. (the "Corporation").

ARTICLE II

NON-PROFIT CORPORATION

The Corporation is a non-profit corporation.

ARTICLE III

DURATION

The period of the duration of the Corporation is perpetual.

ARTICLE IV

PURPOSES AND POWERS

The Corporation does not contemplate pecuniary gain or profit to the Members thereof, and its specific and primary purpose is to provide for the preservation, maintenance and architectural control of the Lots and Common Area (the "Property") within The 7th at Sonterra Subdivision, Lots 1 through 11 of Block 14 and Lots 2

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through 5, 7 through 9, 11 through 15, 17 through 20, 22 through 27, 29 through 33, 35 through 38, 40 through 43, 45 through 49, 51, 52, 54 and 55 of Block 15, together with all improvements (including Townhouses) erected thereon, each of said lot being more particularly described on the Subdivision Plat of the 7th at Sonterra Subdivision, filed for record on May 29, 1986, in Volume 9513, Page 150, of the Deed and Plat Records of Bexar County, Texas.

The purpose of the Corporation is to promote the common good, health, safety and welfare of the residents within the above-described subdivision and any additions thereto as may hereafter be brought within the jurisdiction of this Corporation, and for this purpose:

- perform all of the duties and obligations of the Corporation as provided in the Declaration of Covenants and Restrictions recorded or to be recorded in the Real Property Records of Bexar County, Texas, relating to the Property; as may be amended or modified by instrument recorded in said records (as may be amended, said Declaration herein cumulatively called the "Declaration"), said Declaration being incorporated herein by reference for all purposes;
- (b) To enforce applicable provisions of the Declaration, Bylaws, any rules and regulations of the Corporation and any other instrument for the arrangement and control of the Property;

(c) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to contract for and pay expenses for maintenance, materials, supplies and services incurred in the performance of the Corporation's powers; to employ personnel reasonably necessary for administration and control, including lawyers and accountants where appropriate; and to pay all office and other expenses incident to the conduct of the business of the Corporation, including all licenses, taxes and special assessments which are or would become

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- a lien on any portion of the Property;

 (d) To have and to exercise any and all powers, rights and privileges, including designation of powers as permitted by law, which the Corporation under the Act may now or hereafter have or exercise;
- (e) To acquire (by purchase, gift or otherwise), annex and merge, own, hold, improve, build upon, operate maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Corporation;
- (f) To borrow money, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred in accordance with the purposes of the Corporation;
- (g) To act in the capacity of principal, agent, joint venturer, partner or otherwise; and

(h) To dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Corporation, including contract sellers, shall be a member of the Corporation. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Corporation.

ARTICLE VI

VOTING RIGHTS

Members shall be all Owners and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE VII

LIMITATION ON DIRECTOR'S LIABILITY

A director of the corporation is not liable to the Corporation or its members for monetary damages for an act or omission in the

director's capacity as a director, except that this article does not eliminate or limit the liability of a director for:

- (a) a breach of a director's duty of loyalty to the Corporation or its members;
- (b) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law;
- (c) a transaction from which a director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office;
- (d) an act or omission for which the liability of a director is expressly provided for by statute; or
- (e) an act related to an unlawful stock repurchase or payment of a dividend.

ARTICLE VIII

REGISTERED OFFICE AND REGISTERED AGENT

The address of the initial registered office of the Corporation is 530 NE Loop 410, San Antonio, Texas, 78216, and the name of its initial registered agent at such address is Kurt Leinweber.

ARTICLE IX

INCORPORATOR

The name and street address of the incorporator is:

Name Address

S. Carl Friedsam 300 Convent, Suite 2500 San Antonio, Texas 78205

ARTICLE X

INITIAL BOARD OF DIRECTORS

The number of Directors constituting the initial Board of Directors of the Corporation is three (3), whose names and addresses are:

Name	
IA CT TILE	
77	Leinweber
Kurc	TC 77711 CM

Tom S. Terry

Billy Tom Griffin

Addre	<u>ss</u>	

530 NE Loop 410

San Antonio, Texas 78216

530 NE Loop 410

San Antonio, Texas 78216

530 NE Loop 410

San Antonio, Texas 78216

ARTICLE XI

DISSOLUTION

The Corporation may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3rds) of the members. In the event of dissolution, other than incident to a merger or consolidation, the assets of the Corporation shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Corporation was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed or assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

IN WITNESS WHEREOF, I have hereunto set my hand this 13th day of October, 1989.

INCORPORATOR

KJH/tag [wp]

THE SEVENTH HOMEOWNERS ASSOCIATION, INC.

CLUBHOUSE RESERVATION & POOL RULES

(Rev. 5/19/97, Rev. 1/1/07)

CLUBHOUSE RESERVATION RULES:

- 1. The clubhouse may be reserved—in advance through Management--for use on any day of the week, between the hours of 9:00 a.m. and Midnight. For the benefit of all residents, the clubhouse can be reserved for up to six (6) hours.
 - i. A key for the clubhouse must be picked up at Management's office, and returned to Management the next business day following the function. Loss of, or failure to return, the clubhouse key will result in the Lessee being charged a key replacement fee of \$25.00.
 - ii. An alarm code is provided on the key ring to deactivate the clubhouse alarm, as well as to activate it after the function. It is the lessee's responsibility to deactivate the code prior to start of their function, and to activate the code at the conclusion of the function.
- 2. The owner must be current with all dues and a member in good standing with the Association before the clubhouse can be reserved for private functions. The owner's standing with the Association affects whether or not their renter can reserve the facilities. Renters may reserve the clubhouse only if the unit owner provides Management with written authorization for the renter to use the facility. Only owners and their renters (as approved) may reserve the Association's facilities.
- 3. Functions at the clubhouse <u>MUST</u> be scheduled with Management <u>at least two weeks</u> in advance of the desired use date. The amenities are reserved on a first come, first serve basis. An executed use agreement, clubhouse and pool rules, and refundable security deposit (payable to The Seventh) of \$100.00 (cash not accepted) must be received by Management at least five (5) days in advance of the scheduled function, otherwise it will be assumed that the resident no longer wishes to use the facility and it may be reserved by another resident.
- 4. If the pool will be used during the reserved function at the clubhouse, the use of the pool is <u>NON-EXCLUSIVE</u>, which means that other members of the Association may use the pool <u>at the same time</u> the function is taking place. Although the clubhouse may be reserved until midnight, the lessee is reminded that <u>quiet time at the pool and exterior of clubhouse (including porches and covered areas) begins at 9:00 p.m. and pool use ends at 10:00 p.m.</u>
- 5. There is a guest limit of 25 individuals per scheduled function, and the lessee must be present for the entire duration of the function. The lessee is responsible for damages caused to the clubhouse, adjoining area, grounds and any other part of the association by any family members or guests, whether invited or not. If the function is for anyone under 20 years of age, a parent or legal guardian must be present AT ALL TIMES. (It is intended that two adults will be present.) One adult shall always be present for every 10 minors.
- 6. Following the function, the lessee must remove and properly dispose of all trash from the clubhouse and all adjoining areas. The security deposit will be refunded following the association's inspection of the clubhouse and adjoining areas. If the facility or adjoining areas require cleaning, repair of damages, and/or replacement of irreparable items, some or all of the security deposit will be forfeited. The lessee will be subject to punitive action by the Board of Directors for any damages that exceed the security deposit.
- 7. The clubhouse is a NON-SMOKING facility.
- 8. Neither the Association nor Management is responsible for lost or stolen items.
- 9. Music in the clubhouse is permitted, provided all doors and windows remain closed and the volume does not disrupt other residents' right to quiet enjoyment of the adjoining areas or their units. The overall volume of the function must also be kept at a reasonable level in the evening. If surrounding residents complain of excessive noise after reasonable hours, both the lessee and guests will be evicted from the clubhouse and pool area.
- 10. All pool rules listed herein also apply and must be adhered to.

THE SEVENTH HOMEOWNERS ASSOCIATION, INC. CLUBHOUSE RESERVATION & POOL RULES - PAGE 2 OF 2

POOL RULES:

- 1. THERE IS NO LIFEGUARD ON DUTY AT ANY TIME. ANY PERSON USING THE POOL FACILITY DOES SO AT THEIR OWN RISK. THIS POLICY APPLIES AT ALL TIMES. THERE IS NO LIFEGUARD ON DUTY AT ANY TIME. NEITHER THE ASSOCIATION, THE BOARD, NOR MANAGEMENT AND ITS EMPLOYEES ASSUME ANY LIABILITY OR RESPONSIBILITY FOR ANY INJURY, ACCIDENT, OR DEATH OF ANY RESIDENT, OWNER, FAMILY MEMBER, GUEST, OR CONTRACTOR.
- 2. Hours of Use: The pool will be open from 8:00 a.m. to 10:00 p.m., Sunday through Saturday. Quiet time at the pool area begins at 9:00 p.m. each evening, so that residents in the community are not disturbed. If surrounding residents complain of excessive noise after reasonable hours, both the host and guests will be evicted from the clubhouse and/or pool area.
- 3. Individuals under the age of 16 must be accompanied by an adult at all times.
- 4. The pool is for the use of residents, their families and guests only. No more than 2 guests per household are allowed at the pool.
- 5. Appropriate swim attire is required in the pool. Protective swimwear must be worn at all times for those children not yet potty trained. Diapers are not allowed in the pool. No cut-offs.
- 6. Glass containers are not allowed in the pool area.
- 7. Each resident using the pool is responsible for cleaning up after themselves and their family members and guests. Personal items (lotions, towels, flotation devices, etc.) may not be kept or stored at the pool area. The association is NOT responsible for lost or stolen items.
- 8. Cigarette butts must be put out and disposed of properly.
- 9. Flotation devices are permitted to the extent that they do not impede other residents' use of the pool.
- 10. Pool furniture and fixtures may not be placed in the pool at any time.
- 11. Residents are prohibited from tampering with any of the pool equipment. Safety equipment may only be used for that intended purpose, not as playthings in the pool or pool area.
- 12. No pets are allowed in clubhouse or pool area, unless such is a service animal.
- 13. No diving, running, pushing, horseplay or shouting is allowed in the pool area.
- 14. The association retains the right to revoke either clubhouse use and/or pool privileges for any resident or their family members or guests should they cause an unsafe or unpleasant environment at the applicable facility.

ACKNOWLEDGMENT: My signature herein acknowledges my receipt and acceptance of the rules and regulations governing both the clubhouse and pool area.

.essee's Signature:	Date:
Lessee's Printed Name:	
Lessee's Address:	Lessee's Phone #:

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 FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

JAN 26 2012

Doc# 20120015053 Fees: \$56.00 01/26/2012 3:38PM # Pages 11 01/26/2012 he of the Official Filed & Recorded in the Official Public Records of BEXAR COUNTY Public Records of BEXAR COUNTY GERARD C. RICKHOFF COUNTY CLERK

