



MANAGEMENT CERTIFICATE FOR THE SEVENTH HOMEOWNERS' ASSOCIATION, INC.

This Management Certificate is recorded pursuant to Section 209.004 of the Texas Property Code. This amends all prior Management Certificates filed for this association:

Per Texas Property Code 209.004 (a-1) (effective September 1,2013) "The County Clerk of each county in which a Management Certificate is filed as required by this section shall record the Management Certificate in the real property records of the county and index the document as a "Property Owners' Association Management Certificate"

State of Texas §

County of Bexar §

- 1. Name of Subdivision: The Seventh
- 2. Subdivision Location: San Antonio, Texas
- 3. Name of Homeowners Association: The Seventh Homeowners' Association, Inc
- 4. Recording Data for Association: Plat filed at Bexar County in Volume 9513, Page 150
- 5. Recording Data for Declaration: Declaration of Covenants, Conditions and Restrictions filed under Volume 4695, page 0100
- 6. Bylaws , Articles of Incorporation and Article X are included in this Certificate.

Attached Resolutions:
Payment Plan Guidelines
Records Retention Policy & Records Production and Copying Policy
Clubhouse Reservation and Pool Rules
- 7. Mailing Address and Contact Information for the Association and the Managing Agent:
Spectrum Association Management
17319 San Pedro Ave. #318
San Antonio, TX 78232
contact@spectrumam.com
- 8. Other information the Association considered appropriate for the governing, administration or operation of the subdivision and homeowners association:

Prospective purchasers are advised to independently examine the Declaration, Bylaws, and all other governing documents of Association, together with obtaining an official Resale Certificate and performing a comprehensive physical inspection of the lot/home and common areas, prior to purchase.

THE PURPOSE OF THIS CERTIFICATE IS TO PROVIDE INFORMATION SUFFICIENT FOR A TITLE COMPANY TO CORRECTLY IDENTIFY THE SUBDIVISION AND TO CONTACT ITS GOVERNING ASSOCIATION. THIS CERTIFICATE DOES NOT PURPORT TO IDENTIFY EVERY PUBLICLY RECORDED DOCUMENT AFFECTING THE SUBDIVISION, OR TO REPORT EVERY PIECE OF INFORMATION PERTINENT TO THE SUBDIVISION. NO PERSON SHOULD RELY ON THIS CERTIFICATE FOR ANYTHING OTHER THAN INSTRUCTIONS FOR CONTACTING THE ASSOCIATION IN CONNECTION WITH THE TRANSFER OF TITLE TO A HOME IN THE SUBDIVISION. THE REGISTERED AGENT FOR THE ASSOCIATION IS ON FILE WITH THE TEXAS SECRETARY OF STATE.

Signed this 10 day of February, 2016
The Seventh Homeowners' Association, Inc.

By: [Signature]
Samantha Thomas (of Spectrum Association Management) Managing Agent

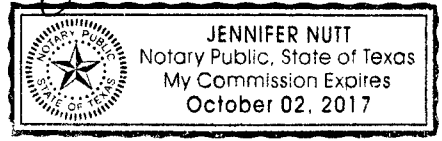
State of Texas §

County of Bexar §

This Instrument was acknowledged and signed before me on 10 February, 2016 by
Samantha Thomas, representative of Spectrum Association Management, LP, the Managing Agent for
The Seventh Homeowners' Association, Inc. on behalf of said Association.

After Recording Return To:
Spectrum Association Management, LP
Attn: Samantha Thomas
17319 San Pedro, #318
San Antonio, TX 78232

[Signature]
Jennifer Nutt Notary Public, State of Texas



BYLAWS OF THE SEVENTH HOMEOWNERS' ASSOCIATION, INC.

The administration of THE SEVENTH HOMEOWNERS' ASSOCIATION, INC., a Texas Non-Profit Association (the "Association"), shall be governed by the Texas Non-Profit Corporation Act, Article 1396, Revised Civil Statutes of Texas (the "Act"), the Declaration of Covenants and Restrictions recorded or to be recorded in the Real Property Records of the county in which the Property (defined below) is located, as may be amended or modified (the "Declaration"), and these Bylaws.

1. APPLICATION OF BYLAWS

1.1 All present and future members, mortgagees, lessees and occupants of lots and their employees, and any other persons who may use the facilities of the property (the "Property") within the 7th at Sonterra Subdivision, Lots 1 through 11 of Block 14 and Lots 2 through 5, 7 through 10, 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, which is a part of the land described on Exhibit "A" attached hereto and made a part hereof for all purposes in any manner are subject to the Declaration, these Bylaws, and all rules made pursuant hereto and any amendments hereof. The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a lot shall constitute an agreement that the provisions of the Declaration and these Bylaws and any rules and regulations made pursuant hereto, as they may be amended from time to time, are accepted, ratified and will be complied with.

2. MEETINGS OF THE ASSOCIATION

2.1. The first regular meeting of the Association shall be held within one hundred twenty (120) days after the adoption of these By-Laws. Thereafter there shall be an annual meeting of the Association on the second Tuesday of January of each year at 7:00 P.M. at the Property or at such other reasonable place or time not more than sixty (60) days before or after such date as may be designated by written notice of the Board of Directors of the Association ("Board") delivered to the members not more than thirty (30) days, nor less than fifteen (15) days, prior to the date set for said meeting. At or prior to each annual meeting, the Board shall furnish to the members (i) a list of names of the nominees for the positions on the Board to be filled at the meeting, (ii) a budget for the coming fiscal year which shall itemize the estimated common expenses for the coming fiscal year with the allocation of such estimated expenses to each lot owner, and (iii) a statement of the common expenses, itemizing receipts and disbursements, for the previous and current fiscal year, together with the allocation thereof to each lot owner. Within ten (10) days after the annual

meeting, the budget and the statement of common expenses shall be delivered to all members who were not present at the annual meeting.

- 2.2. Special meetings of the Association may be held at any time at the Property, or at such other place as determined reasonable by the Board, to consider matters which, by the terms of the Declaration, require the approval of all or some of the members or for any other reasonable purpose. Special meetings shall be called by written notice signed by a majority of the members of the Board or by members having at least one third of the total votes of all members, which shall be delivered to all members and all mortgagees listed on the mortgagee roster not less than fifteen (15) days prior to the date fixed for said meeting. Such notice shall specify the date, time and place of the meeting, and the matters to be considered. All mortgagees shall be permitted to designate a representative to attend all such meetings.
 - 2.3. The presence in person or by proxy [added 3/9/2006] of members having thirty percent (30%) of the votes of all members entitled to vote at any meeting of the Association held in response to notice to all members of record properly given shall constitute a quorum. In the event that a quorum is not present, the meeting shall be adjourned for twenty four (24) hours, after which time, without further notice, it shall be reconvened and those members present at such subsequent meeting shall constitute a quorum. Unless otherwise expressly provided in the Act, the Declaration, or these Bylaws, any action may be taken at any meeting of the Association by a majority vote.
 - 2.4. Robert's Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Declaration or these Bylaws.
3. BOARD OF DIRECTORS
- 3.1. The management and maintenance of the Property and the administration of the affairs of the Association shall be managed by a Board of Directors consisting of three (3) natural persons. At the first annual meeting thereafter, or special meeting of the Association called for that purpose, the number of Directors may be increased to five. [Amended to 5 on 10/29/1992.] The rights, duties and functions of the Board may be exercised by Declarant, its agents, officers and employees during the development period. Declarant may, however, at its sole option, turn over such rights, duties and functions to the Board prior to the expiration of the development period.
 - 3.2. Beginning with the first meeting of the Association and at every annual meeting thereafter, the Association shall elect the members of the Board to fill those positions becoming vacant at such meeting. At least thirty (30) days prior to any annual meeting of the Association, the Board shall elect from the members a nominating committee of not less than two (2) members, no more than one of whom shall be a member of the then Board. At least ten (10) days

prior to the meeting, the nominating committee shall recommend to the Association at least one nominee for each position on the Board to be filled at that particular annual meeting. Nominations for positions on the Board may also be made by petition filed with the secretary of the Association at least five (5) days prior to such meeting, which petition shall be signed by two (2) or more members and acknowledged by the nominee named therein indicating his [or her] willingness to serve as a member of the Board, if elected.

- 3.3. Members of the Board shall serve for terms of one (1) year beginning immediately upon their election by the Association. The members of the Board shall serve until their respective successors are elected, or until death, resignation or removal. Any member of the Board who, without approval of the Board, fails to attend three (3) consecutive Board meetings or fails to attend at least 25% of the Board meetings held during any fiscal year shall be deemed to have tendered his [or her] resignation and, upon acceptance by the Board, his [or her] position shall be vacant.
- 3.4. Any member of the Board may resign at any time by giving written notice to the president of the Board or remaining Board members. Any member of the Board may be removed from membership on the Board by a three-quarters majority vote of the association. Whenever there shall occur a vacancy on the Board due to death, resignation, removal or any other cause, the remaining Board members shall elect a successor member to serve until the next annual meeting of the Association.
- 3.5. The members of the Board shall receive no compensation for their services unless expressly approved by a two-thirds majority of the Association; provided, however, that any member of the Board may be employed by the Association in another capacity and receive compensation for such employment; provided further, that such employment shall be approved by vote or in writing by two members of the Board, not including the member to be employed.
- 3.6. The Board, for the benefit of the Property and the Association, shall manage the business, property and affairs of the Property and the Association and enforce the provisions of the Declaration, these Bylaws, the house rules and the administrative rules and regulations governing the Property. The Board shall have the powers, duties and responsibilities with respect to the property as contained in the Act, the Declaration and these Bylaws.
- 3.7. A regular meeting of the Board shall be held without other notice than these Bylaws immediately after, and at the same place as, the annual meeting of members. The Board may provide by resolution the time and place within San Antonio, Texas, for the holding of additional regular meetings without other notice than such resolution. A majority of the members of the Board shall constitute a quorum, and, if a quorum is present, the decision of a majority of those present shall be the act of the Board. The Board shall elect a president who

shall preside over both its meetings and those of the Association. In case of a tie vote at a Board meeting, the president of the Board shall cast the deciding vote. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt. The Board may also act without meeting by unanimous written consent of its members.

- 3.8. Special meetings of the Board of Directors may be called by or at the request of the president or any two (2) Directors. The person or persons authorized to call special meetings of the Board may fix any place within the City of San Antonio, Texas, as the place for holding any special meeting of the Board of Directors called by them.
- 3.9. Regular meetings of the Board may be held without call or notice provided the time and place for such meetings has been duly adopted by the Board or otherwise provided by these Bylaws.
- 3.10. Any member of the Board may, at any time, waive notice of any meeting of the Board in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board at a meeting shall constitute a waiver of notice to him of such meeting unless such Board member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all the members of the Board are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.
- 3.11. The fiscal year of the Association shall be the calendar year unless otherwise determined by the Board.

4. OFFICERS

- 4.1. The officers of the Association shall be a president, vice-president, and secretary-treasurer. No two offices may be held by the same person. The Board may appoint such other assistant officers as the Board may deem necessary. The president and vice-president must be members of the Board. No officer shall receive compensation for serving as such. Officers shall be annually elected by the Board and may be removed and replaced by the Board.
- 4.2. The president shall be the chief executive of the Association and shall preside at all meetings of the Association and of the Board and may exercise the powers ordinarily conferred upon the presiding officer of an Association, including the appointment of committees. The president shall exercise general supervision over the Property and its affairs. He shall sign on behalf of the Association any conveyances, mortgages and contracts of material importance to its business. He shall do and perform all acts which the Board may, from time to time, direct.

- 4.3. The vice-president shall, in the absence or unavailability of the president, perform each of the duties and functions of the president.
- 4.4. The secretary-treasurer shall keep minutes of all proceedings of the Board and of the meetings of the association, shall keep the books and records of the Association, and shall be responsible for the fiscal affairs of the Association, but may delegate, with the Board's concurrence, the daily handling of funds and the keeping of records to a manager or managing company.

5. COMMON EXPENSES: ASSESSMENTS

- 5.1. All assessments shall be made in accordance with the provisions hereof and the general provisions of the Declaration.
- 5.2. Within thirty (30) days prior to the annual meeting of the Association, the Board shall estimate the common expenses and capital contributions for the coming fiscal year. Subject to the provisions of the Declaration, the estimated capital contributions shall include such amounts as the Board may deem proper for general working capital, for the general operating reserve, for a reserve fund for replacements and major maintenance; and shall take into account all expected income, surplus or deficit in the common expenses for any prior year. The estimated capital contributions and common expenses shall be presented at the annual meeting and thereafter shall be assessed on an annual basis to all members in proportion to their ownership of lots. If the estimated common expenses prove inadequate for any reason, including non-payment of any lot owner's assessments, the Board may, by resolution duly adopted, make additional assessments, which shall be assessed to the members in the same manner as the estimated common expenses. Notwithstanding the above, the Board may not increase assessments more than ten percent (10%) per year without a majority vote of the members. Each lot owner shall be obligated to pay the assessments made pursuant to this paragraph on or before the first day of February, or in such other reasonable manner as the Board shall designate. The funds received by the Association from assessments for common expenses and capital contributions shall be kept in either capital accounts or in the common expense fund and shall be expended only in accordance with the provisions of the Act, the Declaration and these Bylaws.
- 5.3. The failure by the Board before the expiration of any fiscal year to estimate the common expenses as required herein shall not be deemed a waiver or modification in any respect of the provisions of the Declaration or these Bylaws or a release of the lot owner from the obligation to pay any past or future assessments, and the estimated common expenses and capital contributions fixed for the previous and current year shall continue until a new estimate is made.

- 5.4. No lot owner may exempt himself [or herself] from liability for common expenses by waiver of the use or enjoyment of any of the common elements or by abandonment of his [or her] lot.
- 5.5. The secretary-treasurer shall keep detailed records of all receipts and expenditures, including expenditures affecting the common elements, specifying and itemizing the maintenance, repair and replacement of expenses of the common elements and any other expenses incurred. Such records shall be available for examination by the members and all mortgagees during regular business hours. In accordance with the actions of the Board assessing common expenses against the lots and members, the secretary-treasurer shall keep an accurate record of such assessments and payments thereof by each lot owner.
- 5.6. All assessments shall be a separate, distinct and personal liability of the owner of the lot at the time each assessment is made. The Association shall have the rights and remedies contained in the Act and in the Declaration to enforce the collection of such assessments.
- 5.7. Any person who shall have entered into a written agreement to purchase a lot shall be entitled to obtain a written statement from the treasurer setting forth the amount of unpaid assessments charged against the lot and its owners, and if such statement does not reveal the full amount of the unpaid assessments as of the date it is rendered, neither the purchaser nor the lot [owner?] shall be liable for the payment of an amount in excess of the unpaid assessments shown thereon, provided that the former lot owner shall remain so liable. Any such excess which cannot be promptly collected from the former lot owner/grantor shall be reassessed by the Board as a common expense to be collected from all members, including, without limitation, the purchaser of the lot, his successors and assigns.
- 5.8. In addition to the statements issuable to purchasers of lots, the Board shall provide to the lot owner, to any person who shall have entered into a binding agreement to purchase the lot, and to any mortgagee, on request, at reasonable intervals, a current statement of unpaid assessments for common expenses and for any expenses of and advances authorized by the Board with respect to the lot.
- 5.9. In all cases where all or part of any assessments for common expenses and for any expenses of and advances by the Board on behalf of the Association cannot be promptly collected from the persons or entities liable therefore under the Act, the Declaration or these Bylaws, the Association, acting solely through the Board, shall reassess the same as a common expense without prejudice to its rights of collection against such persons or entities and without prejudice to its lien for such assessments.
- 5.10. Amendments to this Section 5 shall be effective only upon unanimous written consent of the members and their mortgagees. However, the provisions of the

Declaration relating to this Section 5 may be amended as provided by the Declaration.

6. ABATEMENT AND ENJOINMENT OF VIOLATIONS BY MEMBERS

6.1. The violation of any house rules or administrative rules or regulations adopted by the Board, the breach of any provision contained herein or the Articles of Incorporation or the breach of any provision of the Declaration shall give the Board, on behalf of the Association, the right, in addition to any other rights set forth in these Bylaws and the Declaration:

6.1.1. to enter the lot in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting lot owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and neither the Association nor the Board shall thereby be deemed guilty in any manner of trespass; and/or

6.1.2. to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

6.2. These remedies are cumulative to other remedies provided in the Act, the Declaration and these Bylaws or any other applicable laws.

7. ACCOUNTING

7.1. The books and accounts of the Association shall be kept in accordance with generally accepted accounting procedures under the direction of the secretary-treasurer.

7.2. At the close of each fiscal year, the books and records of the Association shall be reviewed by a Certified Public Accountant acceptable to the Association. Such review shall, upon request, be furnished to each owner and holder of a first mortgage on any lot on the property within 90 days following the end of any fiscal year.

7.3. The books and accounts of the Association may be inspected by any lot owner or his [or her] authorized representative and any holder of a first mortgage during regular business hours.

7.4. All contracts entered into by the Association including, but not limited to, any contract for professional management of the Property, or any contract providing for services of the Declarant, shall provide for termination by either party with or without cause and without payment of a termination fee on thirty (30) days notice.

8. SPECIAL COMMITTEES

The Board by resolution may designate one or more special committees, each committee to consist of two (2) or more members, which to the extent provided in said resolution, shall have and may exercise the powers set forth in said resolution. Such special committee or committees shall have such name or names as may be determined from time to time by the Board. Such special committees shall keep regular minutes of their proceedings and report the same to the Board when required. The members of such special committee or committees designated shall be appointed by the Board or the president. The Board or the president may appoint members to fill vacancies on each of said special committees occasioned by death, resignation, removal or inability to act for any extended period [of] time.

9. AMENDMENT OF BYLAWS

Except as otherwise provided in the Act, the Declaration of these Bylaws, these Bylaws may be amended by majority vote of those present at any duly convened meeting of the Association called for such purpose. Upon such an affirmative vote, the Board shall acknowledge the amended Bylaws setting forth the fact of the required affirmative vote of the members and the amendment shall be effective upon recording; provided, however, no material amendment to these Bylaws shall be effective without the prior written consent of each institutional holder of a first mortgage on lots on the property.

10 SEVERABILITY

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

11. OFFICES AND AGENT

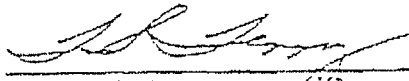
The principal office of the Association in the State of Texas shall be located in the County of Bexar. The office of the Association to be maintained in the State of Texas may be, but need not be, identical with the principal office in the State of Texas, and the address of the office may be changed from time to time by the Board. The registered agent of the Association may be changed from time to time by the Board.

12. CAPTIONS

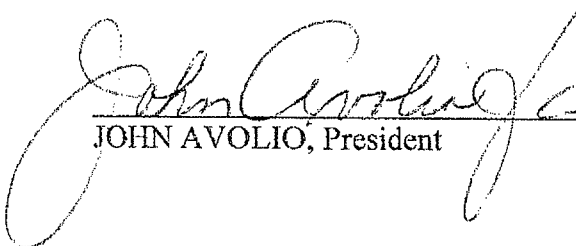
The captions herein are inserted only as a matter of convenience and for reference and in no way to define, limit or describe the scope of these Bylaws nor the intent of any provision hereof.

CERTIFICATION

I, TOM S. TERRY, President of THE SEVENTH HOMEOWNERS' ASSOCIATION, INC., do hereby certify that the foregoing is a true and correct copy of the Bylaws of THE SEVENTH HOMEOWNERS' ASSOCIATION, INC., a Texas Non-Profit Association, adopted at a meeting of the members held on the 2nd day of November, 1989, which adoption appears of record in the minutes of said meeting.

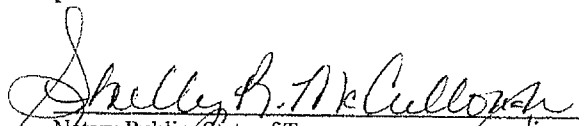

T.S. TERRY, President

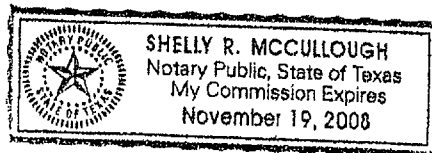
I, JOHN AVOLIO, President of THE SEVENTH HOMEOWNERS' ASSOCIATION, INC., do hereby certify that the foregoing is a true and correct copy of the Bylaws of THE SEVENTH HOMEOWNERS' ASSOCIATION, INC., a Texas Non-Profit Association, adopted at a meeting of the members held on the 9th day of March, 2006, which adoption appears of record in the minutes of said meeting.


JOHN AVOLIO, President

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 9th day of March 2006, by John A. Avolio, Jr., President of The Seventh Homeowners' Association, Inc., a Texas Non-Profit Association, on behalf of said corporation.


Notary Public, State of Texas *3/9/2006*



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 the 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:

JUN 23 2006

Doc# 20060148129 Fees: \$48.00
06/23/2006 3:29PM # Pages 9
Filed & Recorded in the Official Public
Records of BEXAR COUNTY
GERRY RICKHOFF COUNTY CLERK




COUNTY CLERK BEXAR COUNTY, TEXAS

FILED
In the Office of the
Secretary of State of Texas
NOV 13 1989
Corporations Section

**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

Courtesy/gad

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:

(a) To exercise all of the powers and privileges and to 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 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:

<u>Name</u>	<u>Address</u>
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:

<u>Name</u>	<u>Address</u>
Kurt Leinweber	530 NE Loop 410 San Antonio, Texas 78216
Tom S. Terry	530 NE Loop 410 San Antonio, Texas 78216
Billy Tom Griffin	530 NE Loop 410 San Antonio, Texas 78216

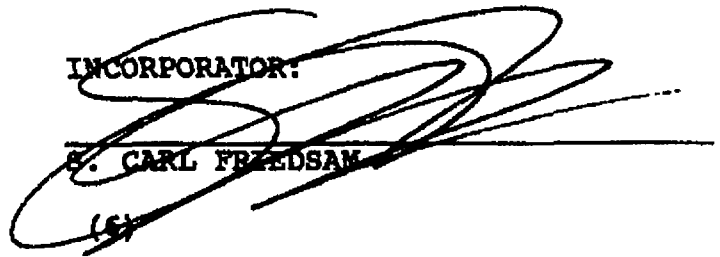
ARTICLE XI

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:



S. CARL FRIEDSAM

KJH/tag [wp]

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SEVENTH AT SONTERRA ASSOCIATION, INC.
REGARDING PAYMENT PLAN GUIDELINES**

SCANNED

STATE OF TEXAS
COUNTY OF BEXAR

§
§
§

KNOW ALL MEN BY THESE PRESENTS:



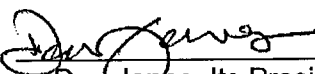
Pursuant to Section 209.0062, Texas Property Code, The Seventh at Sonterra Association, Inc., acting through its Board of Directors, has adopted the following reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments for delinquent regular or special assessments or other amounts owed to the Association, to-wit:

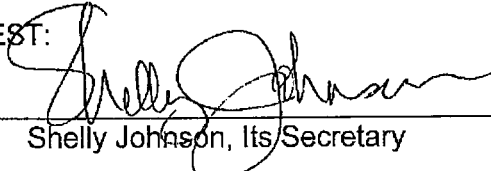
1. All payment plans must be in writing, signed by one or more owners of the property associated with the delinquent balance, approved by the signature of the President of the Association or the Association Manager, and provide that the owner shall pay future assessments when due, in addition to any arrearage payment due under a payment plan;
2. To be qualified for a payment plan an owner must not have failed to honor the terms of two previous payment plans in the two years prior to a request for a new payment plan;
3. No monetary penalties shall accrue on balances while a payment plan is in effect, but reasonable costs associated with administering the plan and interest shall continue to accrue;
4. Any qualified owner who owes a delinquent balance of \$300 or less shall be allowed, without deliberation by the Board, to pay that balance in three equal consecutive monthly installments, with the first payment due within the first thirty day period following approval of the payment plan;
5. Any qualified owner who owes a delinquent balance of more than \$300 shall be allowed, without deliberation by the Board, to pay that balance by paying twenty-five percent of the balance during the first thirty day period following approval of the payment plan, with the remaining delinquent balance to be paid in six equal consecutive monthly installments;
6. Any owner may submit a request for a payment plan that does not meet the foregoing guidelines, along with whatever information they wish the Board to consider, and the Board may approve or disapprove such payment plan, in its sole discretion; and,
7. If an owner who is not qualified to receive a payment plan asks for a payment plan, the Board shall be entitled to approve or disapprove a payment plan, in its sole discretion.

By their signatures below the President and Secretary of the Association certify that the foregoing was approved by the Board of Directors of the Association at a duly-called meeting of the Board of Directors at which a quorum of Directors was present, or by signed, unanimous written consent in lieu of a meeting.

Thus executed this 30 day of December, 2011.

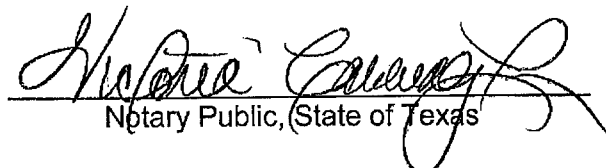
The Seventh at Sonterra Association, Inc.

By: 
Don Jones, Its President

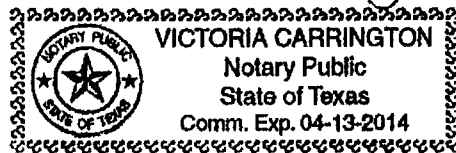
ATTEST:
By: 
Shelly Johnson, Its Secretary

STATE OF TEXAS §
COUNTY OF BEXAR §

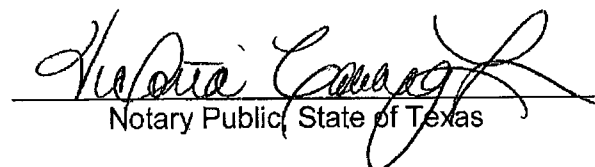
I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by **Don Jones**, President, The Seventh at Sonterra Association, Inc., on the date of execution set forth above.

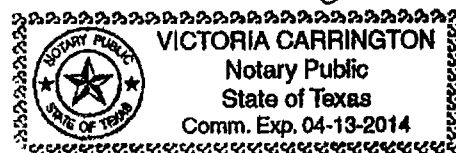

Notary Public, (State of Texas)

STATE OF TEXAS §
COUNTY OF BEXAR §



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.


Notary Public, State of Texas



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

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SEVENTH AT SONTERRA ASSOCIATION, INC.
REGARDING RECORDS RETENTION POLICY &
RECORDS PRODUCTION AND COPYING POLICY**

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

Pursuant to Section 209.005(m), Texas Property Code, The Seventh at Sonterra Association, Inc., acting through its Board of Directors, has adopted the following records retention policy, to-wit:

- (1) The certificate of formation (formerly known as articles of incorporation), bylaws, restrictive covenants, and all amendments to the certificate of formation, bylaws, and covenants shall be retained permanently;
- (2) Financial books and records shall be retained for seven years;
- (3) Account records of current owners shall be retained for five years;
- (4) Contracts with a term of one year or more shall be retained for four years after the expiration of the contract term;
- (5) Minutes of meetings of the owners and the board shall be retained for seven years; and
- (6) Tax returns and audit records shall be retained for seven years.

Pursuant to Section 209.005(i), Texas Property Code, The Seventh at Sonterra Association, Inc., acting through its Board of Directors, has adopted the following records production and copying policy to prescribe the costs the Association will charge for the compilation, production and reproduction of information requested under Section 209.005, to-wit:

(a) Copy charge.

(1) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$.10 per page or part of a page. Each side that has recorded information is considered a page.

(2) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

- | | |
|--|--|
| (A) Diskette--\$1.00; | (J) VHS video cassette--\$2.50; |
| (B) Magnetic tape--actual cost | (K) Audio cassette--\$1.00; |
| (C) Data cartridge--actual cost; | (L) Oversize paper copy (e.g.: 11 inches by 17 |
| (D) Tape cartridge--actual cost; | inches, greenbar, bluebar, not including |
| (E) Rewritable CD (CD-RW)--\$1.00; | maps and photographs using specialty |
| (F) Non-rewritable CD (CD-R)--\$1.00; | paper)--\$.50; |
| (G) Digital video disc (DVD)--\$3.00; | (M) Specialty paper (e.g.: Mylar, blueprint, |
| (H) JAZ drive--actual cost; | blueline, map, photographic)--actual cost. |
| (I) Other electronic media--actual cost; | |

(b) Labor charge for locating, compiling, manipulating data, and reproducing information.

(1) The charge for labor costs incurred in processing a request for information is \$15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(2) A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:

- (A) Two or more separate buildings that are not physically connected with each other; or
- (B) A remote storage facility.

(3) A labor charge shall not be recovered for any time spent by an attorney, legal assistant, or any other person who reviews the requested information to determine whether the Association will raise any exceptions to disclosure of the requested information.

(4) When confidential information is mixed with non-confidential information on the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the non-confidential information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, unless the requested documents to be copied are located in:

- (A) Two or more separate buildings that are not physically connected with each other; or
- (B) A remote storage facility.

(5) For purposes of paragraph (2)(A) of this subsection, two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.

(c) Overhead charge.

(1) Whenever any labor charge is applicable to a request, the Association may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If the Association chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (3) of this subsection.

(2) An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records unless the request also qualifies for a labor charge.

(3) The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. For example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, \$15.00 x .20 = \$3.00.

(d) Remote document retrieval charge. To the extent that the retrieval of documents results in a charge to comply with a request, it is permissible to recover costs of such services for requests that qualify for labor charges.

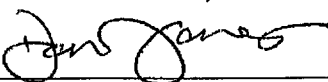
(e) Miscellaneous supplies. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for information.


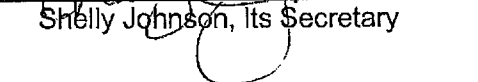
(f) Postal and shipping charges. The Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.

By their signatures below the President and Secretary of the Association certify that the foregoing was approved by the Board of Directors of the Association at a duly-called meeting of the Board of Directors at which a quorum of Directors was present, or by signed, unanimous written consent in lieu of a meeting.

Thus executed this 30 day of December, 2011.

The Seventh at Sonterra Association, Inc.

By: 
Don Jones, Its President

ATTEST: 
By: 
Shelly Johnson, Its Secretary

STATE OF TEXAS §

COUNTY OF BEXAR §

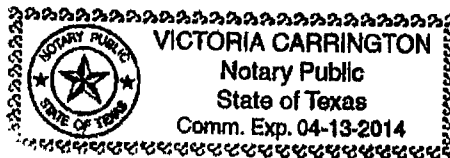
I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by Don Jones, President, The Seventh at Sonterra Association, Inc., on the date of execution set forth above.

Victoria Carrington

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF BEXAR §

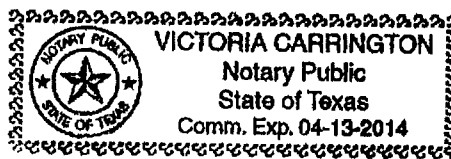


I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by Shelly Johnson, Secretary, The Seventh at Sonterra Association, Inc., on the date of execution set forth above.

Victoria Carrington

Notary Public, State of Texas

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



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 17 2012



Gerard C. Rickhoff

COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20120008517 Fees: \$32.00
01/17/2012 2:20PM # Pages 5
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK

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

STATE OF TEXAS
COUNTY OF BEXAR

§
§ KNOW ALL MEN BY THESE PRESENTS:
§

SCANNED

Notice is hereby given to all persons with any interest in or claim to any parts of the property within The Seventh at Sonterra Association, Inc. that said property is subject to the attached dedicatory instruments, to-wit:

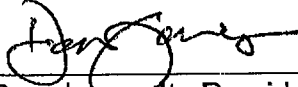
- Articles of Incorporation of The Seventh Homeowners Association, Inc.
- The Seventh Homeowners Association, Inc. Clubhouse Reservation & Pool Rules

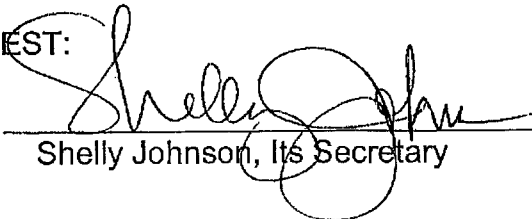
The foregoing constitute some but not all of the dedicatory instruments of the Association. All of the Association's governing documents are available on the following website(s), if available:
N/A

By their signatures below the President and Secretary of the Association certify that the attached documents are dedicatory instruments of the Association.

Thus executed this 30 day of December, 2011.

The Seventh at Sonterra Association, Inc.

By: 
Don Jones, Its President

ATTEST: 
By: Shelly Johnson, Its Secretary



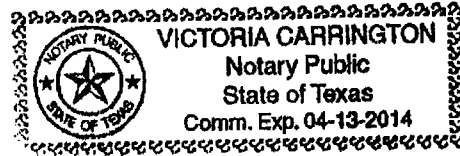
STATE OF TEXAS §

COUNTY OF BEXAR §

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.

Victoria Carrington

Notary Public, State of Texas



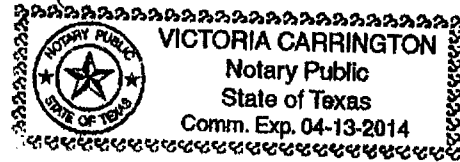
STATE OF TEXAS §

COUNTY OF BEXAR §

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.

Victoria Carrington

Notary Public, State of Texas



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

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 **MUST** be scheduled with Management **at least two weeks** 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 **NON-EXCLUSIVE**, which means that other members of the Association may use the pool **at the same time** the function is taking place. Although the clubhouse may be reserved until midnight, the lessee is reminded that **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.**
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.

Lessee'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
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK



Gerard Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20160042741 Fees: \$130.00
03/08/2016 4:01PM # Pages 27
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK

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:

MAR 08 2016



Gerard Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS