

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

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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 17<sup>th</sup> day of November, 2021.

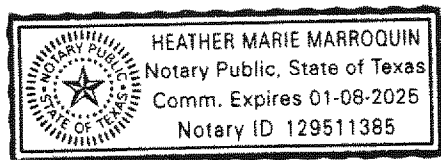
THE SEVENTH HOMEOWNERS'  
ASSOCIATION, INC.

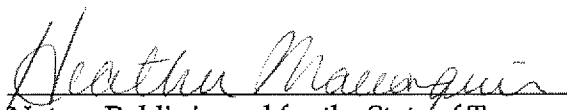
By:

  
Brady E. Ortego, authorized representative

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF BEXAR     §

BEFORE ME, the undersigned notary public, on this 17<sup>th</sup> 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

**ARCHITECTURAL REVIEW COMMITTEE  
APPLICATION REVIEW AND APPEALS PROCEDURE AND GUIDELINES POLICY  
of the  
BOARD OF DIRECTORS  
for  
THE SEVENTH HOMEOWNERS' ASSOCIATION, INC.**

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STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

WHEREAS, the property encumbered by this Architectural Review Committee Application Review and Appeals Procedure and Guidelines Policy ("Policy") is that property restricted by the Declaration of Covenants, Conditions and Restrictions for The Seventh, recorded under Volume No. 4695, Page 0100, et seq. in the Official Public Records of Bexar County, Texas, as same has been or may be amended or supplemented from time to time ("Declaration"), and any other property which has been or may be annexed thereto and made subject to the authority of The Seventh Homeowners' Association, Inc. ("Association").

WHEREAS, pursuant to Article Two, Section 2 of the Declaration, no building or improvement ("Improvement") of any kind that will be visible from any other lot or townhouse or from any common area shall be erected, placed or constructed, or the erection, placement or construction thereof begun or change made in the design thereof after original construction, on any portion of the land until the final construction plans and specifications and the final plans showing the location of such Improvement have been submitted to and approved in writing by the Board.

WHEREAS, Article Two, Section of the Declaration provides that the Board shall have the right to delegate its rights and obligations under Article Two, Section 2 of the Declaration to an Architectural Review Committee ("ARC") composed of individuals selected by the Board.

WHEREAS, pursuant to the authority granted by Article Two, Section 2 of the Declaration, the Board approved a Resolution adopting an Architectural Review Committee Charter, in which the Board delegated architectural review authority to an ARC; formally appointed the members of the ARC; and designated a non-voting Board member to serve as a liaison between the ARC and the Board.

WHEREAS, Section 209.00505(d) of the Texas Property Code provides that a decision by the ARC denying an application or request by an Owner for the construction of Improvements in a subdivision may be appealed to the Board.

WHEREAS, the Board adopts this Policy in order to establish the process and procedure for ARC application applicants (the "Applicants") to both submit applications to the ARC and appeal to the Board regarding denials of ARC applications ("Appeal").

WHEREAS, reference is hereby made to the Declaration for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Declaration, unless otherwise specified in this Policy.

NOW THEREFORE, IT IS RESOLVED that the following Policy is hereby adopted by the Board, which shall run with the land and be binding on all owners and lots within the subdivision. This Policy replaces any previously recorded or implemented policy that addresses the subjects contained herein.

#### ARTICLE I. ARC REVIEW PROCEDURE

1. Before erection, placement or construction of any Improvement on a lot in the subdivision, or modification to an existing Improvement, final construction plans and specifications ("Plans") showing the location of such Improvement must be submitted in writing (certified mail, hand delivery or electronic delivery) to the ARC by the Owner of the lot upon which Improvement will be located and approved in writing by the ARC.
2. In determining whether such Plans shall be approved, the ARC may take into consideration factors deemed appropriate by the ARC. Such factors may include the following:
  - a. Compliance with the Declaration, Guidelines, or other Dedicatory Instruments of the Association;
  - b. Quality of the building materials;
  - c. Harmony of external design of such Improvement with existing and proposed Improvements;
  - d. Location of such Improvement within the lot on which it will be constructed; and
  - e. The number of square feet to be contained in such Improvement.
3. The ARC shall have forty-five (45) days after receipt of the Plans to issue an approval or denial of said Plans.
4. The ARC notice must be provided to the Owner by certified mail, hand delivery, or electronic delivery.
5. An ARC notice of denial must:
  - a. describe the basis for the denial in reasonable detail and changes, if any, to the Application or Improvements required as a condition to approval; and
  - b. inform the Owner that the Owner may request a hearing on or before the thirtieth (30th) day after the date the notice was mailed to the Owner.
6. In the event of the ARC's denial of Plans, an Applicant may appeal such decision to the Board pursuant to Article II below.

## ARTICLE II. APPEAL PARAMETERS

In the event that an Applicant requests an Appeal of a decision of the ARC in relation to an ARC application for Improvements, the following parameters will govern all such Appeals:

1. Only the Applicant may submit an Appeal of a decision of the ARC to the Board of Directors. No other Owner(s) may submit an Appeal on behalf of or in relation to a decision of the ARC on an application where the Owner(s) are not the Applicant(s).
2. Any such request for Appeal will be made in writing to the Board on or before the 30<sup>th</sup> day after the date the ARC's decision was provided to the Applicant in writing (certified mail, return receipt requested). If requested, the Appeal will be held not later than the 30<sup>th</sup> day after the date the Board receives the Applicant's written request for an Appeal. Notification of the date, time and place of the Appeal will be sent not later than the 10<sup>th</sup> day before such hearing. If a postponement of the hearing on the Appeal is requested by either the Board or an Applicant, it must be granted for a period of not more than ten (10) days. Any additional postponements may be granted by agreement of the parties.
3. The Board may set a time limit for the Appeal, to be determined in the Board's sole discretion, taking into account factors including, but not limited to the complexity of the application and/or Improvements at issue, the number of exhibits, and whether witnesses will be presented as authorized in Section 5 below. The Board may communicate the time limitation in any manner to the Applicant and will make every effort to communicate such time limitation to the Applicant in advance of the date of the Appeal. The time limitation will be strictly adhered to and is intended to strike a balance between (i) allowing the Applicant ample time to present the Appeal and (ii) the Board's finite amount of time available to consider such Appeal.
4. During the Appeal, the Board (or a designated representative of the Association) and the Owner (or the Owner's designated representative) will each be provided the opportunity to verify facts and discuss the resolution of the denial of the Owner's application or request for the construction of Improvements, and the changes, if any, requested by the ARC in the notice provided to the Owner under the Code.
5. The Applicant may present exhibits and/or witnesses, provided, however, the Applicant must provide a written list of all documentary evidence the Owner intends to introduce at the hearing to the Board not later than five (5) days before the Appeal. The Board will not be required to consider any exhibit or witness that was not identified in accordance with this provision. Further, any time limitation set by the Board will control and Applicant shall plan his/her presentation accordingly.
6. While the Board may ask the Applicant and witnesses, if any, questions during the Appeal, the Board is not required to deliberate or reach a determination during the Appeal. Rather, all information gleaned from the Appeal may be taken under advisement by the Board. The Board may affirm, modify, or reverse, in whole or in part, any decision of the ARC as consistent with the Association's Dedicatory

Instruments. The Association's managing agent will inform the Applicant of the Board's decision in writing within thirty (30) days of the date of the Appeal. If there is no written communication from the managing agent within this timeframe, the issue will be deemed to be resolved in a manner consistent with the decision of the ARC serving the basis of the Appeal.

This Policy does not apply to property that is owned or maintained by the Association.

**CERTIFICATION**

I hereby certify that, as Secretary of The Seventh Homeowners' Association, Inc., the foregoing Architectural Review Committee Application Review and Appeals Procedure and Guidelines Policy was approved on the 21st day of September, 2021, at a meeting of the Board of Directors at which a quorum was present.

DATED, this the 11 day of November, 2021.

THE SEVENTH HOMEOWNERS' ASSOCIATION, INC.

Print Name: KAYCE A FLYE

Title: Secretary

STATE OF TEXAS           §  
   §  
COUNTY OF BEXAR     §

BEFORE ME, on this day personally appeared KAYCE FLYE, the Secretary of The Seventh Homeowners' Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed, in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal this the 11th day of November, 2021.



Avery Cheryl Stacy  
Notary Public - State of Texas

RESOLUTION OF THE BOARD OF DIRECTORS  
*of*  
THE SEVENTH HOMEOWNERS' ASSOCIATION, INC.  
*adopting*  
ARCHITECTURAL REVIEW COMMITTEE CHARTER

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THE STATE OF TEXAS     §  
                                      §  
COUNTY OF BEXAR       §

The Board of Directors (the "**Board**") of the Seventh Homeowners' Association, Inc. (the "**Association**") has the authority to establish committees to perform such tasks and to serve for such periods as may be designated by the Board, as authorized by both Section 8 of the Association's Bylaws and Section 22.219 of the Texas Business Organizations Code. Each committee established by the Board will operate in accordance with the terms and provisions of the Committee Charter, if any, for the applicable committee.

The Architectural Review Committee of the Association (the "**ARC**") has been established by the Board and shall operate in accordance with this Architectural Review Committee Charter. Capitalized terms not defined herein shall have the meaning set forth in the Declaration of Covenants, Conditions and Restrictions for the Seventh (as the same may be amended from time to time, the "**Declaration**").

Section 1.     Purpose

The primary purpose of the ARC is to ensure compliance with aesthetic standards established by the Association in order to maintain the beauty and character of the Project. The ARC shall conduct its business in the best interest of the Association and in accordance with this Charter and all other Dedicatory Instruments [as that term is defined in Texas Property Code Section 202.001(1)] of the Association.

Section 2.     Membership

The ARC shall consist of 3-5 voting members in addition to one non-voting Board member and is formed as follows:

- The Board shall appoint the Chair of the ARC and its committee members. The ARC may recommend Owners to the Board for appointment.
- Members appointed to the ARC by the Board shall be members of the Association.
- Current Board members, spouses of current Board members, and persons residing in a current Board member's household may not serve on the ARC.
- The ARC members shall serve at the pleasure of the Board.
- One non-voting Board member shall serve as a liaison between the ARC and the Board.

Section 3. Chairperson(s)

The chairperson of the ARC shall be appointed by the Board. Once appointed, the committee cannot elect a different chairperson. However, the ARC members may make a request to the Board for appointment of a new chairperson. The Board appointed chairperson may be removed from the ARC by the Board at any time with or without cause.

Section 4. Duties and Responsibilities

- 4.1 The Board has delegated its rights and obligations under Section 2(a) of the Declaration to the ARC.
- 4.2 The ARC is responsible for reviewing plans submitted by Owners for construction of improvements and external alterations of their homes and lots for approval.
- 4.3 The ARC must act consistently and diligently in maintaining the standards set forth in the Association's Dedicatory Instrument.
- 4.4 The ARC's decisions must be consistent with the Association's Dedicatory Instruments and applicable law.
- 4.5 The ARC must impartially hold all members of the Association to the same standard. The ARC may not discriminate against any person based on race, color, national origin, religion, sex, familial status, or disability.
- 4.6 The ARC is responsible for approving or denying submitted plans within 45 days of receiving such plans from an Owner. All notices of denial must comply with Section 209.00505 of the Texas Property Code.
- 4.7 The ARC shall monitor for completion of work in accordance with approved plans.
- 4.8 ARC members must refrain from discussing personal information regarding Owners with the general membership.
- 4.9 ARC members must refrain from discussing an Owner's compliance violations with the general membership.
- 4.10 All communications of any type by the ARC to the Association's membership must be approved in writing by the Board prior to distribution. The Board's written approval may be sent via email.
- 4.11 ARC members are bound by the Association's Dedicatory Instruments as well as all federal, state and local laws and ordinances.



Section 5. Minutes and Records

The ARC shall keep minutes of its meetings if requested to do so by the Board. Copies of such minutes and any other records of the ARC must be forwarded to the Board within ten (10) business days of: (a) any ARC meeting at which minutes are taken; and/or (b) receipt of the record(s).

Section 6. Authority

Neither the ARC nor its individual members have the authority to and shall not authorize any contract, transaction, action, expenditure of Association funds, or activity on behalf of the Association unless expressly granted permission to do so in writing by the Board. The Board's written approval may be sent via email.

Section 7. Removal

An ARC member may be removed from the ARC by the Board at any time with or without cause. The ARC may vote to recommend removal of its chairperson or any member to the Board; however, removal of members from and appointment of members to the ARC shall be determined by the Board in its sole and absolute discretion. Vacancies on the ARC shall be filled by appointment by the Board.

Section 8. Amendment of ARC Committee Charter

This Architectural Review Committee Charter may be amended at any time in the sole and absolute discretion of the Association's Board of Directors.

[Certification page follows.]

CERTIFICATE OF SECRETARY

I, Kayla A Fry, Secretary of the Seventh Homeowners' Association Inc. ("Association"), do hereby certify that in the open session of a properly noticed meeting of the Board of Directors of the Association ("Board") duly called and held on the 21st day of September, 2021, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the foregoing Architectural Review Committee Charter was duly made and approved by at least a majority vote of the members of the Board.

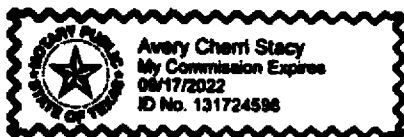
THE SEVENTH HOMEOWNERS' ASSOCIATION

By: Kayla A Fry

Printed: Kayla A. Fry  
Its: Secretary

THE STATE OF TEXAS §  
COUNTY OF Bexar §

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

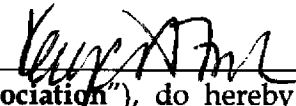


Avery Cheri Stacy  
Notary Public in and for the State of Texas

**BID SOLICITATION POLICY**  
*for*  
**THE SEVENTH HOMEOWNERS' ASSOCIATION, INC.**

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STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

I, , Secretary of The Seventh Homeowners' Association, Inc. (the "Association"), do hereby certify that at a meeting of the 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 Board members being present and remaining throughout, and being duly authorized to transact business, the following Bid Solicitation Policy was duly approved by a majority vote of the members of the Board:

**RECITALS:**

1. The property encumbered by this Bid Solicitation Policy is that property restricted by the Declaration of Covenants, Conditions and Restrictions for The Seventh recorded in the Official Public Records of Real Property of Bexar County, Texas under Volume No. 4695, Page 0100, as same has been or may be amended and/or supplemented from time to time ("Declaration"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.

2. Section 209.0052(c) of the Texas Property Code (the "Code") was added to provide an association the right to establish a procedure to solicit bids or proposals for services that will be in an amount in excess of \$50,000.00.

3. The Board of Directors of the Association desires to adopt a bids solicitation policy to establish a systematic procedure for soliciting bids or proposals from contractors who the Association may desire to contract with for Services (as defined below).

4. This Bid Solicitation Policy ("Policy") replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, if any, adopted by the Association.

**POLICY:**

For purposes of this Policy, "Services" include, by way of illustration and not limitation, pool maintenance and management services, gate system management services, access system maintenance services, lighting and light inspection services, janitorial services, landscaping services, pest control services, accounting and legal services and any other service which the Association may deem to be necessary to or desirable for the administration and maintenance of the community.

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*Bid Solicitation Policy for The Seventh Homeowners' Association, Inc.*

*Page 1 of 3*

1. **Applicability.** This Policy shall only apply to contracts for Services to be performed by third-party service providers (hereinafter referred to as "Contractors") in exchange for payment by the Association of an amount greater than fifty-thousand dollars (\$50,000.00) over the term of the contract. This Policy shall not apply to any contract for the performance of Services in exchange for payment by the Association of an amount less than or equal to fifty-thousand dollars (\$50,000.00) over the term of the contract, regardless of whether such contract automatically renews resulting in total payment by the Association of an amount greater than fifty-thousand dollars (\$50,000.00).

2. **Bid Solicitation.** In the event the Association proposes to contract for Services that are subject to this Policy, the Board shall solicit bids or proposals using the bid process established below.

3. **Bid Process.**

a. **Solicitation.** The Board shall notify potential bidders of an opportunity to submit a bid for Services. Such notification may consist of an invitation to bid, a request for proposal(s), the submission of a master services agreement, or such other method that the Board, in its sole discretion, may deem appropriate for the solicitation of the Services sought (the "Solicitation").

The Board shall obtain multiple bids for the Services sought, provided there are multiple Contractors who offer the Services available. Notwithstanding the foregoing, the Board shall determine, in its sole discretion, the number of bids to seek for the Services. If there is only one qualified bidder for the Services sought, there shall be no requirement to solicit multiple bids.

The Board may implement deadlines by which Contractors must respond to a Solicitation for a bid, which deadlines, if implemented, will be stated in the Solicitation. The Board has the right, but not the obligation, to remove from consideration any Contractor who fails to respond to the Solicitation by the deadline, if implemented.

b. **Evaluation.** The Board shall determine the method and criteria by which each bid received will be evaluated. In conducting its evaluation, the Board may rely on factors such as, by way of illustration and not limitation, the scope of services, pricing and payment terms, insurance available to the Contractor, Contractor warranties and indemnification obligations, references obtained and past experiences with the Contractor. The Board shall have the sole discretion to determine which bid to select, and the Board shall not be obligated to select the lowest bid if the Board determines that a higher bid will better meet the needs of the Association.

c. **Selection and Notification.** The Board shall notify the Contractor whose bid was successful of its selection within a reasonable time period after the date of the Board's decision, which time period shall be determined in the sole discretion of the Board. Such notification may be sent by certified mail, via email, or by any other

method that the Board determines that the notification may be received by the selected Contractor. The Board may, but is not obligated to, notify Contractors whose bids were not selected of the rejection of their bid.

d. Frequency of Solicitation. Regarding Services subject to this Policy that are an ongoing need in the community (by way of illustration, landscaping services), at least three (3) months prior to the expiration of the term of a contract for such Services, the Association shall follow the bid process set forth in this Policy. The Board, in its sole discretion, may determine which Services constitute an ongoing need within the community.

e. Board Discretion. Notwithstanding anything contained in this Policy to the contrary, the Board has the authority to suspend the Solicitation requirements herein for any particular contract for Services as it deems necessary in its sole discretion.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Bid Solicitation Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Bexar County, Texas.

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

The Seventh Homeowners' Association, Inc.

By: Kayce A Frye

Printed: KAYCE A Frye

Its: Secretary

THE STATE OF TEXAS     §  
   §  
COUNTY OF BEXAR     §

BEFORE ME, the undersigned notary public, on this 11<sup>th</sup> day of November, 2021 personally appeared Kayce Frye, 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 executed the same for the purpose and in the capacity therein expressed.



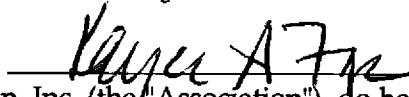
Avery Cheryl Stacy  
Notary Public in and for the State of Texas

*Bid Solicitation Policy for The Seventh Homeowners' Association, Inc.*

Page 3 of 3

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

STATE OF TEXAS     §  
                                      §  
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: Kayle A. Fyfe

Printed: KAYLE A. FYFE

Its: Secretary

THE STATE OF TEXAS     §  
  §  
COUNTY OF Bexar     §

BEFORE ME, the undersigned notary public, on this 11<sup>th</sup> day of NOV., 2021 personally appeared KAYLE 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 Cherri Stacy  
Notary Public in and for the State of Texas

**DISPLAY OF RELIGIOUS ITEMS POLICY**  
*for*  
**THE SEVENTH HOMEOWNERS' ASSOCIATION, INC.**

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STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

I, Karen X. [Signature], Secretary of The Seventh Homeowners' Association, Inc. (the "**Association**"), do hereby certify that at a meeting of the 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 Board members being present and remaining throughout, and being duly authorized to transact business, the following Display of Religious Items Policy was duly approved by a majority vote of the members of the Board:

**RECITALS:**

1. The property encumbered by this Display of Religious Items Policy is that property restricted by the Declaration of Covenants, Conditions and Restrictions for The Seventh recorded in the Official Public Records of Real Property of Bexar County, Texas under Volume No. 4695, Page 0100, as same has been or may be amended and/or supplemented from time to time ("**Declaration**"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.

2. Section 202.018 of the Texas Property Code (the "**Code**") gives owners and residents certain statutory rights to install religious items subject to the right of the Association to adopt certain rules and regulations regulating the religious items and placement.

3. The Board of the Association desires to adopt a display of religious items policy consistent with the provisions of Section 202.018 of the Code.

4. This Display of Religious Items Policy replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, if any, adopted by the Association.

**POLICY:**

Owners and residents are generally permitted to display or affix one or more religious items on the owner's or resident's property or dwelling, the display of which is motivated by the owner's or resident's sincere religious belief.

**Application Required.** Before a religious display contemplated by the Code is displayed or affixed on an owner's or resident's property, an application must be submitted to the

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*Display of Religious Items Policy for The Seventh Homeowners' Association, Inc.*

Page 1 of 3

Architectural Review Committee (the "ARC") and approved in writing. The following information must be included with the application:

- a. Type and description of religious display;
- b. Site plan indicating the location of the proposed religious display with respect to any applicable building line, right-of-way, setback or easement on the owner's or resident's property.

Notwithstanding the foregoing, one or more religious items displayed or affixed on the front door of an owner's or resident's dwelling or within the owner's or resident's inner courtyard, not exceeding twenty-five (25) square inches, shall not require approval. All other religious displays shall require ARC approval as set forth above.

The display or affixing of a religious item on the owner's or resident's property or dwelling is prohibited under the following circumstances:

1. The item threatens the public health or safety;
2. The item violates a law other than a law prohibiting the display of religious speech;
3. The item contains language, graphics or any display that is patently offensive to a passerby for reasons other than its religious content;
4. The item violates any building line, right-of-way, setback or easement that applies to the religious item pursuant to a law or the Association's dedicatory instruments; or
5. The item is attached to a traffic control device, street lamp, fire hydrant or utility sign, pole or fixture.

Any installation not in compliance with this Policy will be considered a violation of the dedicatory instruments governing the subdivision.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Display of Religious Items Policy was approved by a majority vote of the Board as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Bexar County, Texas.

TO CERTIFY which witness my hand this the 11<sup>th</sup> day of November, 2021.

The Seventh Homeowners' Association, Inc.

By: Kayle A. Frye  
Printed: Kayle A. Frye

Its: Secretary

THE STATE OF TEXAS     §  
  §  
COUNTY OF BEXAR     §

BEFORE ME, the undersigned notary public, on this 11<sup>th</sup> day of November, 2021 personally appeared Kayle Frye, 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 executed the same for the purpose and in the capacity therein expressed.



Avery Cheri Stacy  
Notary Public in and for the State of Texas

**FLAG POLICY**  
*for*  
**THE SEVENTH HOMEOWNERS' ASSOCIATION, INC.**

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STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

WHEREAS, the property encumbered by this Flag Display Policy ("Policy") is that property restricted by the Declaration of Covenants, Conditions and Restrictions for The Seventh, recorded under Volume No. 4695, Page 0100, et seq. in the Official Public Records of Bexar County, Texas, as same has been or may be amended or supplemented from time to time ("Declaration"), and any other property which has been or may be annexed thereto and made subject to the authority of The Seventh Homeowners' Association, Inc. ("Association").

WHEREAS, any reference made herein to approval by the Architectural Review Committee ("ARC"), means prior written approval by the ARC.

NOW THEREFORE, pursuant to the authority granted in Section 202.012 of the Texas Property Code, the Board of Directors ("Board"), hereby adopts this Policy, which shall run with the land and be binding on all owners and lots within the subdivision. This Policy replaces any previously recorded or implemented policy that addresses the subjects contained herein.

**I.       FLAG DISPLAY**

The display of flags is permitted under the following parameters:

**A. NUMBER OF FLAGPOLES**

Owners may have a total of one (1) flagpole per lot.

**B. TYPES OF FLAGS**

The following flags may be displayed in accordance with this Policy:

1. United States flag
2. Texas flag
3. Official or replica flag of a branch of the United States armed forces
4. Professional or school sports team flag, subject to the requirement that the flag may only be displayed up to twenty-four (24) hours before the specific game/event and must be removed within twenty-four (24) hours of the end of the game/event

**C. TYPE/LOCATION OF FLAG**

1. The flag must be mounted to the residential structure under the following parameters:
  - (i) must be no greater than five feet (5') in length; and
  - (ii) may be attached to the residential structure to the right or left of the garage.
2. Owners are prohibited from locating a flag or flagpole on property owned or maintained by the Association; and
3. Owners are prohibited from locating a flag on property owned in common by the members of the Association.

**CI. MATERIALS, MAINTENANCE AND ETIQUETTE**

1. All flags must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling;
2. All flags must be installed per the manufacturer's guidelines;
3. All flags must be properly maintained at all times, including, but not limited to, immediate replacement of faded, frayed or torn flags;
4. The size of the flag must be appropriate for the length, and the location of the flagpole, and the ARC shall have sole discretion as to this determination;
5. Flagpoles must be securely fastened at all times and must not make noise under any conditions;
6. The United States flag must be displayed in accordance with federal law;
7. The Texas flag must be displayed in accordance with Texas state law;
8. Flags must be attached to a flagpole in order to be displayed; and
9. A flagpole mounted to the residential structure must be removed from view when no flag is displayed.

**II. ARC APPROVAL**

A flagpole mounted to a residential structure does not require approval from the ARC if it complies with the terms of this Policy.

Any installation not in compliance with this Policy will be considered a violation of the dedicatory instruments governing the subdivision.

This Flag Display Policy does not apply to property that is owned or maintained by the

Association.

CERTIFICATION

I hereby certify that, as Secretary of The Seventh Homeowners' Association, Inc., the foregoing Flag Display Policy was approved on the 21st day of September, 2021, at a meeting of the Board of Directors at which a quorum was present.

DATED, this the 11 day of November, 2021.

THE SEVENTH HOMEOWNERS' ASSOCIATION, INC.

Kayce A. Frye  
Print Name: Kayce A. Frye  
Title: Secretary

STATE OF TEXAS           §  
  §  
COUNTY OF Bexar       §

BEFORE ME, on this day personally appeared Kayce Frye, the Secretary of The Seventh Homeowners' Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed, in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal this the 11th day of November, 2021.



Avery Cheri Stacy  
Notary Public - State of Texas



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**20**

**USA**

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## **BOARD HEARING PARAMETERS**

In the event that an Owner requests a Board Hearing pursuant to the Texas Property Code and/or Association's Governing Documents Enforcement and Fining Policy or Collections Policy, the following parameters will govern the Board Hearing

### **I.**

#### **Definitions**

- A. "ARC" means the Association's architectural review authority, as defined by Section 209.00505 of the Code.
- B. "ARC Notice" means the notice of ARC denial sent to the Owner by the Association pursuant to Section III(A) of this Policy.
- C. "Board Hearing" means any hearing before the Board pursuant to this Policy.
- D. "Code" means the Texas Property Code.
- E. "Dedictory Instrument" has the meaning as defined by Section 209.002(4) of the Code.
- F. "Hearing Notice" means the notice of hearing sent to the Owner by the Association pursuant to Section II(B) of this Policy.
- G. "Hearing Packet" means the packet provided to the Owner by the Association pursuant to Section IV(B) of this Policy.

### **II.**

#### **Rules Applicable to All Hearings**

- A. The notice to the Owner will state that the Owner may request a Hearing on or before the 30<sup>th</sup> day after the date the notice was mailed to the Owner. The Board Hearing shall be held no later than the thirtieth (30<sup>th</sup>) day after the date the Board receives the Owner's request for a Board Hearing. The Board or the Owner may request a postponement and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Notwithstanding the foregoing, the Board Hearing may be scheduled outside of these parameters by agreement of the parties.
- B. The Board shall provide a Hearing Notice setting forth the date, time, and place of the Board Hearing, to the Owner not later than ten (10) days before the date of the Board Hearing. The Board Hearing may be held by virtual or telephonic means, in which case the access information for the virtual or telephonic Board Hearing shall be the "place" of the Board Hearing for purposes of the Notice.

- C. Owners should provide copies of any documentary evidence the Owner intends to introduce at the Board Hearing to the Board no later than five (5) days before the Board Hearing.
- D. The Board is not required to deliberate or reach a determination during the Board Hearing. Rather, all information gleaned from the Board Hearing may be taken under advisement by the Board. The Association or its managing agent may inform the Owner of the Board's decision in writing within thirty (30) days of the date of the hearing. If there is no written communication from the Association or the managing agent within this timeframe, the violation will remain standing.
- E. The Board may set a time limit for the Board Hearing, to be determined at the Board's sole and absolute discretion, taking into account factors including but not limited to the complexity of the issues and the number of exhibits. The Board may communicate the time limitation in any manner to the Owner and will make every effort to communicate the time limitation to the Owner in advance of the date of the hearing. The time limitation will be strictly adhered to and is intended to strike a balance between: (i) allowing the Association ample time to present its case; (ii) allowing the Owner ample time to present the Owner's response; (iii) the Board's finite amount of time available to consider such issues.
- F. All parties participating in the Board Hearing are expected to treat each other professionally and respectfully. The Board reserves the right to terminate a Board Hearing if the Board, in its sole and absolute discretion, determines the Board Hearing has become unproductive and/or contentious. The Board, in its sole and absolute discretion, reserves the right to reconvene any Board Hearing that is terminated pursuant to this Section II(F).
- G. Either party may make an audio recording of the Board Hearing.
- H. This Policy does not apply to instances where the Association files a suit seeking a temporary restraining order, or temporary injunctive relief, or files a suit that includes foreclosure as a cause of action. Further, this Policy does not apply to a temporary suspension of a person's right to use Common Areas that is the result of a violation that occurred in a Common Area and involved a significant and immediate risk of harm to others in the subdivision. The temporary suspension is effective until the Board makes a final determination on the suspension action after following the procedures prescribed by this Policy.
- I. Owners are entitled to one hearing, unless the Board in its sole and absolute discretion agrees to allow additional hearings.
- J. In accordance with Section 209.007(e) of the Code, an Owner or the Board may use alternative dispute resolution services.

**III.**

**Additional Rules Applicable to Hearings in  
Connection with Denial of an ARC Application**

- A. In accordance with Section 209.00505(d) of the Code, a decision by the ARC denying an application or request by an Owner for the construction of improvements in the subdivision may be appealed to the Board. An ARC Notice of the denial must be provided to the Owner by certified mail, hand delivery, or electronic delivery. The ARC Notice must:
- a. describe the basis for the denial in reasonable detail and changes, if any, to the application or improvements required as a condition to approval; and
  - b. inform the Owner that the Owner may request a hearing on or before the thirtieth (30<sup>th</sup>) day after the date the notice was mailed to the Owner.
- B. During the Board Hearing, the Board (or a designated representative of the Association) and the Owner (or the Owner's designated representative) will each be provided the opportunity to verify facts and discuss the resolution of the denial of the Owner's application or request for the construction of improvements, and the changes, if any, requested by the ARC in the notice provided to the Owner under the Code.
- C. Following the Board Hearing, the Board may affirm, modify, or reverse, in whole or in part, any decision of the ARC as consistent with the Association's Dedicatory Instruments.

**IV.**

**Additional Rules Applicable to Other Hearings**

- A. Subject to the exceptions set forth in Section II(H) of this Policy, this Section IV shall apply to Board Hearings in connection with:
- a. the levying of fines for violations of the Dedicatory Instruments;
  - b. suspension of an Owner's right to use the Common Areas;
  - c. the filing of a lawsuit against an Owner other than a suit to collect regular or special assessments or foreclosure under the Association's lien;
  - d. charging an Owner for property damage; or
  - e. reporting of any delinquency of an Owner to a credit reporting service.

- B. The Board shall include with the Notice, a Hearing Packet containing all documents, photographs, and communications relating to the matter which the Board intends to introduce at the Board Hearing.
- C. If the Board fails to provide the Hearing Packet to the Owner at least ten (10) days before the Board Hearing, the Owner is entitled to an automatic fifteen (15) day postponement of the Board Hearing.
- D. During the Board Hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the Owner. An Owner, or an Owner's designated representative is then entitled to present the Owner's information and issues relevant to the dispute. The Board may ask questions of the Owner or designated representative.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing 209 Hearing Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Bexar County, Texas.

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

The Seventh Homeowners' Association, Inc.

By: Kayce A Fryc

Printed: Kayce A Fryc

Its: Secretary

THE STATE OF TEXAS     §  
  §  
COUNTY OF BEXAR     §

BEFORE ME, the undersigned notary public, on this 11th day of November, 2021 personally appeared Kayce Fryc, 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 executed the same for the purpose and in the capacity therein expressed.

Avery Cherry 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

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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