

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

STATE OF TEXAS

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§

KNOW ALL MEN BY THESE PRESENTS:

SCANNED

COUNTY OF BEXAR

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:

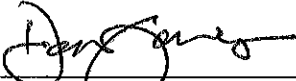
- Articles of Incorporation of The Seventh Homeowners Association, Inc.
- The Seventh Homeowners Association, Inc. Clubhouse Reservation & Pool Rules

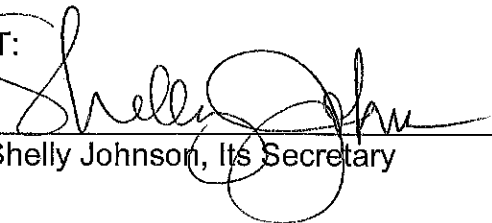
The foregoing constitute some but not all of the dedicatory instruments of the Association. All of the Association's governing documents are available on the following website(s), if available:
N/A

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



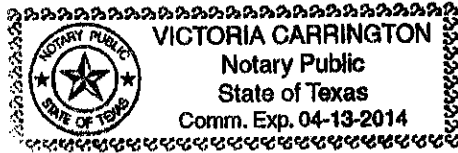
STATE OF TEXAS §

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



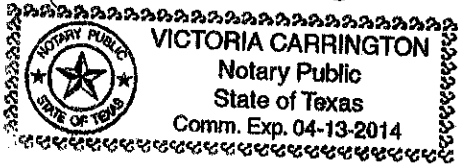
STATE OF TEXAS §

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 State of Texas

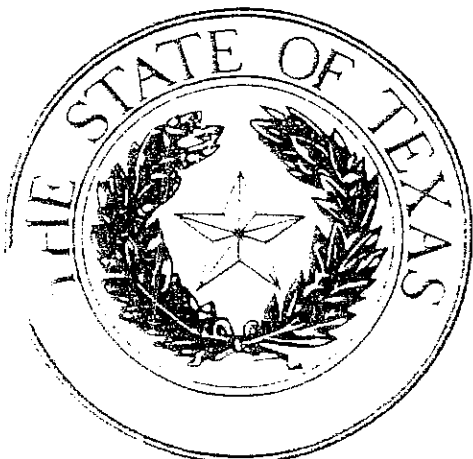
SECRETARY OF STATE

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

THE SEVENTH HOMEOWNERS; ASSOCIATION, INC.

Articles of Incorporation

November 13, 1989



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

25th day of February, A.D. 1991

John Hannah Jr
Secretary of State

(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

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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

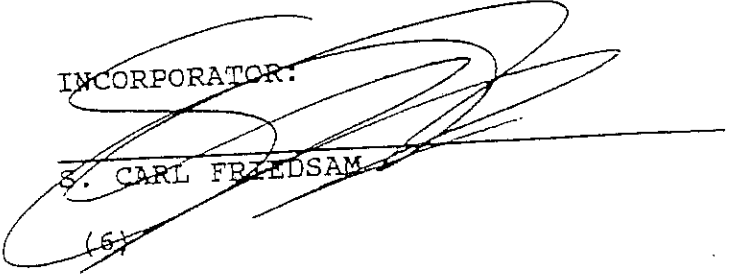
ARTICLE XI

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

(6)

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 C. Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS