

AFFIDAVIT IN COMPLIANCE WITH § 202.006
OF THE TEXAS PROPERTY CODE

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared RODNEY HERRERA, who, being by me duly sworn according to law, stated the following under oath:

“My name is RODNEY HERRERA. I am fully competent to make this Affidavit. I have personal knowledge of the facts stated herein, and they are all true and correct.

Diamond Association Management is the Managing Agent of 281 East Homeowners Association, also known as Mountain Lodge Homeowners Association (the “Association”). Diamond Association Management is the custodian of the records for the Association, and I have been authorized by the Association’s Board of Directors to sign this Affidavit.

The Association is a “property owners’ association” as that term is defined in *TEX. PROP. CODE* § 202.001. The Association’s jurisdiction includes, but may not be limited to, the property in Bexar County, Texas subject to:

That certain subdivision known as Mountain Lodge, being the property identified and referenced in that Master Declaration of Covenants, Conditions and Restrictions for 281 East Land, San Antonio, Texas, recorded in Volume 8202, Page 524; as amended and supplemented by that Supplemental Declaration of Covenants, Conditions and Restrictions for Mountain Lodge, San Antonio, Texas, recorded in Volume 8202, Page 516 of the Official Public Records of Real Property of Bexar County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for Mountain Lodge Unit 2 and 2A, San Antonio, Texas, recorded in Volume 8616, Page 1454; First Amendment to Supplemental Declaration of Covenants, Conditions and Restrictions for Mountain Lodge Unit 2 and 2A, San Antonio, Texas, recorded in Volume 9106, Page 1322; Supplemental Declaration of Covenants, Conditions and Restrictions for Mountain Lodge Unit 7, San Antonio, Texas (Fairway Bridge), recorded in Volume 9303, Page 2350; Supplemental Declaration of Covenants, Conditions and Restrictions for Mountain Lodge Unit-3A1, San Antonio, Texas, recorded in Volume 10150, Page 793; Supplemental Declaration of Covenants, Conditions and Restrictions for Mountain Lodge Unit-5A1, San Antonio, Texas, recorded in Volume 10159, Page 1571; First Amendment to Supplemental Declaration of Covenants, Conditions and Restrictions for Mountain Lodge Unit 5A1, San Antonio, Texas, recorded in Volume 10221, Page 2019; Supplemental Declaration of Covenants, Conditions and Restrictions for Mountain Lodge Unit-5A-2, San Antonio, Texas, recorded in Volume 10583, Page 410; and Amendment to Master Declaration of Covenants, Conditions and Restrictions for 281 East Land, San Antonio, Texas, recorded in Volume 10774, Page 1422, all of the Official Public Records of Real Property of Bexar County, Texas; and that Supplemental Declaration of Covenants, Conditions and Restrictions for Mountain Lodge Unit 6A-1, San Antonio, Texas, recorded in Volume 11032, Page 1586; First Amendment to Supplemental Declaration of Covenants, Conditions and Restrictions for Mountain Lodge Unit 5A2, San Antonio, Texas, recorded in Volume 11065, Page 2074; Second Amendment to Master Declaration of Covenants, Conditions and Restrictions for 281 East Land, San Antonio, Texas, recorded in Volume 11189, Page 1411; Supplemental Declaration of Covenants, Conditions and Restrictions for Mountain Lodge Unit 6B-1, San Antonio, Texas, recorded in Volume 11189, Page 1523; Supplemental Declaration of Covenants, Conditions and Restrictions for Mountain Lodge Unit 6A-2 South, San Antonio, Texas, recorded in Volume 11707, Page 2401; Supplemental Declaration of Covenants, Conditions and Restrictions for Mountain Lodge Unit 6A-2 North, San Antonio,

Texas, recorded in Volume 11707, Page 2417; Supplemental Declaration of Covenants, Conditions and Restrictions for Mountain Lodge Unit 9, San Antonio, Texas, recorded in Volume 11805, Page 626; Supplemental Declaration of Covenants, Conditions and Restrictions for Mountain Lodge Units 6B-2 and 6B-3, San Antonio, Texas, recorded in Volume 12209, Page 1308; Third Amendment to Master Declaration of Covenants, Conditions and Restrictions for 281 East Land, San Antonio, Texas recorded in 12161, Page 1227, re-recorded in Volume 12399, Page 1928; Supplemental Declaration of Covenants, Conditions and Restrictions for Mountain Lodge Unit-6A3 and 6A4, San Antonio, Texas, recorded in Volume 12830, Page 108; Fourth Amendment to Master Declaration of Covenants, Conditions and Restrictions for 281 East Land, San Antonio, Texas, recorded in Volume 14213, Page 40; Supplemental Declaration of Covenants, Conditions and Restrictions for Mountain Lodge Unit 8, San Antonio, Texas, recorded in Volume 14698, Page 2210; Amendment to Supplemental Declarations for Covenants, Conditions and Restrictions for Mountain Lodge, San Antonio, Texas, recorded in Volume 15620, Page 1714; and Fifth Amendment to Master Declaration of Covenants, Conditions and Restrictions for 281 East Land, San Antonio, Texas, recorded in Volume 15967, Page 2130; all of the Official Public Records of Bexar County, Texas; and the By-Laws of the Association, recorded in Volume 10979, Page 800, of the Official Public Records of Real Property, Bexar County, Texas, as amended ("By-Laws").

Attached hereto is the original of, or true and correct copy of, the following dedicatory instrument(s), including known amendments or supplements thereto, governing the Association, which instruments have not previously been recorded:

*281 East Homeowners Association
Resolution Adopting:
Collection and Payment Plan Policy, Board Hearing Policy, Religious Display Policy,
Security Measures Policy, Swimming Poole Enclosures Policy, and
Association Contracts and Solicitation of Bids Policy*

The documents attached hereto are subject to being supplemented, amended or changed by the Association. Any questions regarding the dedicatory instruments of the Association may be directed to the Association at:

Diamond Association Management
14603 Huebner Road, Building 40
San Antonio, Texas 78230
(210) 561-0606 Office
(210) 690-1125 Fax
resales@damctx.com

SIGNED on this the 31 day of August, 2021.



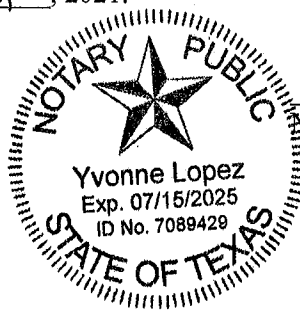
Rodney Herrera
Diamond Association Management
Managing Agent

VERIFICATION

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared Rodney Herrera, of Diamond Association Management, the Managing Agent of 281 East Homeowners Association, who, after being duly sworn, acknowledged and stated under oath that he has read the above and foregoing Affidavit and that every factual statement contained therein is within his personal knowledge and is true and correct.

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the 31 day of August, 2021.



[Handwritten Signature]

NOTARY PUBLIC, STATE OF TEXAS

After Recording, Return To:
Michael B. Thurman
Thurman & Phillips, P.C.
4093 De Zavala Road
Shavano Park, Texas 78249
Phone: 210-341-2020

EXHIBIT "A"

**281 EAST HOMEOWNERS ASSOCIATION
COLLECTION AND PAYMENT PLAN POLICY**

This Collection and Payment Plan Policy ("Collection Policy") of 281 East Homeowners Association, also known as Mountain Lodge Homeowners Association (the "Association") was duly adopted on the 30 day of August, 2021, setting forth certain policies of the Association in connection with the management of the Association and the properties known as Mountain Lodge ("Mountain Lodge"), being the property identified and referenced in that Master Declaration of Covenants, Conditions and Restrictions for 281 East Land, San Antonio, Texas, recorded in Volume 8202, Page 524 in the Official Public Records of Bexar County, Texas, and all amendments, annexations and supplements thereto (collectively, "Declaration"), the Bylaws of the Association, and all policies, rules, and regulations duly adopted by the Association from time to time (collectively, "Governing Documents").

This Collection Policy is adopted under the requirements of the TEX. PROP. CODE § 209.0062 for the adoption of an alternative payment schedule by which an Owner may make partial payments to the Association for assessments or any other amount owed to the Association without accruing additional monetary penalties. Any previously adopted collection or payment policies are of no further force or effect.

The adoption of this Collection Policy for the purposes stated herein is in compliance with the TEX. PROP. CODE § 202.006, requiring all property owners' associations to file all Governing Documents in the real property records of each county in which the Property to which the Governing Documents relate is located. This Collection Policy shall become effective as of the date the Collection Policy is filed in the Official Public Records of Bexar County, Texas.

Capitalized terms contained herein shall have the definitions as set forth in the Declaration.

1. Due Date of Assessments

A. Annual Assessments: Annual Assessments shall be due and payable as of January 1st of each year and shall be collected quarterly in advance on the first (1st) day of January, April, July, and October of each year until amended by the Board of Directors. The quarterly Assessment payments shall be due and payable on the first (1st) day of January, April, July, and October ("Due Date"). For payments not received by the Due Date, beginning on the date following the Due Date, interest shall commence to accrue monthly at the rate of eighteen percent (18%) per annum until paid in full, as permitted by the Governing Documents.

B. Special Assessments: Special Assessments shall be billed pursuant to the terms adopted by the Board of Directors in accordance with the Declaration.

C. Specific Assessments: Specific Assessments shall be billed pursuant to the terms adopted by the Board of Directors in accordance with the Declaration.

D. Neighborhood Assessments: Neighborhood Assessments shall be billed pursuant to the terms adopted by the Board of Directors in accordance with the Declaration.

E. Other Assessments and Charges: Other Assessments, Charges, and fees, if applicable, shall be due and payable per the due date contained in the invoice from the Association to the Owner.

F. Receipt of Billing: It is the duty and obligation of each Owner to notify the Association by the 15th of the month in which the Assessment is due if no bill is received. It shall be no defense to the Owner's obligation to pay any amount due because of the Owner not receiving a bill.

2. Account Fees

A. Interest and Fees: For any account balance not paid in full on the Due Date, beginning on the date following the Due Date, the account shall become delinquent (i.e., a "Delinquent Account"). A Delinquent Account, including all late fees (if applicable), administrative costs, collection costs, penalties, and expenses, including reasonable attorney's fees, shall bear interest monthly at a rate of eighteen percent (18%) per annum or the maximum rate of interest allowed by law, whichever is less.

B. Lien and Filing Fees: For any Delinquent Account for which an affidavit of non-payment is filed, the Owner shall be charged the costs incurred by the Association for preparing and filing in the county records.

C. Return Payment Fee: If an Owner's payment is returned and/or dishonored for any reason, the Owner will be charged the lesser of \$30.00 or the maximum amount allowed by law per occurrence for the dishonored payment.

D. Costs: All collection costs, administrative fees and expenses, including reasonable attorney's fees, shall be charged to the account of the delinquent Owner.

E. Administrative Fees: If the delinquent Owner requests a Payment Plan, in addition to the monthly Assessment payment required, the delinquent Owner shall be charged an amount equal to any administrative fee by the Association and/or Association's management company, if applicable, or attorney.

3. Assessment Lien. All Assessments, interest, charges, late fees (if applicable), and other expenses, including reasonable attorney's fees, incurred by the Association in collecting unpaid amounts or enforcing the Declaration, Bylaws, rules, regulations, and/or policies of the Association, payable by an Owner shall be a charge on an Owner's Property and secured by a continuing lien as per the Governing Documents, subject to applicable limitations imposed by the TEX. PROP. CODE Chapter 209.

4. Account Information. It is the sole responsibility and obligation of the Owner to provide the Association current billing information. If no information is provided, it shall be the presumption the billing address is the Property address of the Lot for which the Assessment is due. Otherwise, the Association shall use the Owner's last known mailing address as reflected in the records of the Association.

5. Third-Party Collection Costs. An Owner who has a Delinquent Account shall be held liable for fees of a collection agent retained by the Association provided the Association complies with TEX. PROP. CODE § 209.0064, as amended, and provides written notice to the Owner by certified mail, return receipt requested, at the Owner's address on record with the Association that:

A. Specifies each delinquent amount and the total amount of the payment required to make the account current;

B. Describes the options the Owner has to avoid having the account turned over to a collection agent, including information regarding availability of a payment plan through the Association;

C. Provides a period of at least forty-five (45) days for the Owner to cure the delinquency before further collection action is taken; and

D. Provides notice that attorney's and/or collection agent's fees and costs will be charged to the Owner if the delinquency continues after a certain date.

6. Priority of Payments.

A. Except as provided by Paragraph 6(B), payment received by the Association from an Owner shall be applied to the Owner's debt in the following order of priority:

- (i) Any delinquent Assessment;
- (ii) Any current Assessment;
- (iii) Any reasonable attorney's fees or reasonable third-party collection costs incurred by the Association associated solely with the Assessments or any other charge that could provide the basis for foreclosure;
- (iv) Any reasonable attorney's fees incurred by the Association that are not subject to 6(A)(iii);
- (v) Any reasonable fines assessed by the Association; and
- (vi) Any other reasonable amount owed to the Association.

B. If, at the time the Association receives a payment from an Owner, the Owner is in default under a payment plan entered into with the Association, the Association is not required to apply the payment in the order of priority specified by Paragraph 6(A) above.

7. Delinquency Notification. The Association may cause to be sent the following notification(s) to delinquent Owners:

A. Past Due Notice. In the event any Assessment payment balance remains unpaid fifteen (15) days from the Due Date, the account will be considered delinquent and a Past Due Notice may be sent via regular mail to each Owner with a Delinquent Account setting forth all Assessment(s), interest and other amounts due. The Past Due Notice will contain a statement that the full unpaid Assessment is due and that the Owner is entitled to a Payment Plan as required by the TEX. PROP. CODE § 209.0062. In the event any Owner is unable to pay the Assessment payment when due, as specified in the Assessment billing, an Owner may enter into a Payment Plan as required by TEX. PROP. CODE § 209.0062 if eligible as per the Payment Guidelines contained herein. In the event an Owner chooses to enter a Payment Plan with the Association prior to turning the file over to a third-party collection firm, a charge of Ten and No/100 Dollars (\$10.00) per month will be added to each delinquent Owner's account balance for administrative costs related to the Payment Plan, and such additional administrative costs will continue until the entire balance is paid in full. In the event the file has been turned over to a third-party collection firm, the administrative fee will be equivalent to the fee charged to the Association by the third-party collection firm.

B. Statutory Notice. If, after a Past Due Notice has been sent, the delinquent Assessment amount due (i.e., not to include unbilled Assessments) is not paid in full, the Owner has not entered into a Payment Plan within thirty (30) days of the Due Date, or there is a default on the Payment Plan, a Statutory Notice required by TEX. PROP. CODE § 209.0064 or, alternatively, if the Association intends to suspend the Owner's privileges, a Statutory Notice compliant with TEX. PROP. CODE § 209.006, shall be sent via certified mail, return receipt requested, to each delinquent Owner. The Statutory Notice will set forth the following information and results of failure to pay, including explanation of:

- (i) Amounts Due: All delinquent Assessments and the total amount of the payment required to make the account current, including interest and other amounts due;
- (ii) Payment Plan: Advise the Owner, if eligible, to enter into a payment plan and options available to the Owner;
- (iii) Period to Cure: Advise the Owner has at least forty-five (45) days to cure the delinquency before further collection action is taken;
- (iv) Hearing: If the Board of Directors elects to suspend an Owner's rights or privileges, prior to doing so, Owners shall be given notice and opportunity for a hearing before the Board of Directors. If the Board of Directors intends to only pursue the collection of the Delinquent Account, the Owner is not entitled to a hearing. If applicable, a hearing shall be granted if a written request for a hearing is received by the Association not more than thirty (30) days of the date of the Statutory Notice sent to Owner;

If a hearing is requested within thirty (30) days of the date of the Statutory Notice, further collection procedures are suspended until the hearing process is completed. The Board of Directors shall set a hearing date not later than thirty (30) days after receipt of Owner's request for a hearing. Either party may request a postponement, which shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of both parties. Further collection steps will be determined by the action of the Board of Directors.

Not later than ten (10) days before the Association holds a hearing under TEX. PROP. CODE § 209.007, the Association shall provide to an Owner a packet containing all documents, photographs, and communications relating to the matter the Association intends to introduce at the hearing. If the Association does not provide a packet within the period described, an Owner is entitled to an automatic fifteen (15) day postponement of the hearing. During the hearing, a member of the Board of Directors or the Association's designated representative shall first present the Association's case against the Owner. An Owner or the Owner's designated representative is entitled to present the Owner's information and issues relevant to the appeal or dispute.

- (v) Referral of Account: Advise that in the event the Delinquent Account is not paid in accordance with the demand, the Delinquent Account will be

referred to an attorney and all collection costs will be charged to the delinquent Owner's account.

8. Referral of Account to Association Attorney. Upon referral of the account to the Association's attorney, the attorney is authorized to take whatever action is necessary in consultation with the Board of Directors including, but not limited to: sending demand letters; filing a lawsuit against the delinquent Owner for a monetary judgment, and foreclosure; instituting an expedited foreclosure action or judicial foreclosure proceeding; and, filing necessary claims, objections, and motions in the bankruptcy court and monitoring the bankruptcy case in order to protect the Association's interests.

In the event the Association has determined to foreclose its lien provided in the Declaration and to exercise the power of sale thereby granted, if applicable, such foreclosure shall be accomplished pursuant to the requirements of TEX. PROP. CODE § 209.0092 by first obtaining a court order in an application for expedited foreclosure under the rules adopted by the Supreme Court of Texas. Alternatively, the Association may commence an action for a monetary judgment and judicial foreclosure of the lien permitted by TEX. R. CIV. P. 735.3, which provides "any lien that may be foreclosed using Rule 736 procedures may also be foreclosed by judgment foreclosure in an action for judicial foreclosure."

9. Bankruptcies. Upon receipt of any notice of a bankruptcy of an Owner, the account may be turned over to the Association's attorney so that the Association's interests may be protected.

10. Payment Plan Guidelines. The Association's payment plan guidelines ("Payment Plan") are as follows:

A. Unless otherwise ineligible as hereinafter stated, prior to any account being turned over to an attorney or third-party collection agent for collection, an Owner shall be permitted to make payments to the Association for delinquent Assessments or any other amount owed to the Association.

B. The minimum term of a Payment Plan offered by the Association shall be three (3) months. The Association will consider specific facts and circumstances for each delinquent Owner and may extend the Payment Plan for a longer period not to exceed twelve (12) months.

C. All requests for a Payment Plan must be submitted by the delinquent Owner in writing and in a form provided by the Association.

D. So long as the Owner is paying under, and in accordance with, the Payment Plan, no additional monetary penalties shall accrue other than permitted monthly administrative fees as provided for herein.

E. The Payment Plan becomes effective upon the Association's receipt of:

- (i) a Payment Plan prepared by the Association and signed by all titled Owners and the Association or its designated representative; and
- (ii) the first payment delivered in accordance with the Payment Plan.

F. The Payment Plan is voided automatically without notice if the Owner:

- (i) fails to return an executed Payment Plan and the initial payment;

- (ii) fails to timely make any of the scheduled payments;
- (iii) tenders a payment for less than the amount agreed upon in the Payment Plan; or
- (iv) has any tendered payment dishonored for any reason.

G. The Association shall have no obligation to enter into a Payment Plan with an Owner for a period of two (2) years after an Owner has failed to comply with the terms of a previous Payment Plan.

H. All new Assessments which accrue during the period of a Payment Plan shall be included in the total amount to be paid by the Owner according to the Payment Plan.

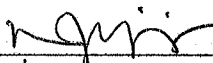
11. Enforcement. The Association has a duty to diligently collect all amounts due the Association from its Owners and shall exercise due diligence in collecting all Delinquent Accounts. In the event any delinquent Owner fails to pay their Delinquent Account after the file is forwarded to an attorney, suit is to be filed for collection of all amounts due and which accrue, including reasonable attorney's fees, and for the foreclosure of the lien against the Owner's Property for amounts permitted by law.

CERTIFICATE OF OFFICER

The undersigned certifies that the foregoing Collection and Payment Plan Policy was duly approved and adopted by the Board of Directors of 281 EAST HOMEOWNERS ASSOCIATION on the 30 day of August, 2021, and that the undersigned has been authorized by the Board of Directors to execute and record this instrument. The undersigned further certifies that the foregoing Collection and Payment Plan Policy constitutes a dedicatory instrument under TEX. PROP. CODE § 202.006 which applies to the operation of Mountain Lodge, a subdivision located in Bexar County, Texas, as hereinabove described.

Signed this 30 day of August, 2021.

281 EAST HOMEOWNERS ASSOCIATION

By: 
Name: NORMA JEAN GIFFIN
Title: PRESIDENT