

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.



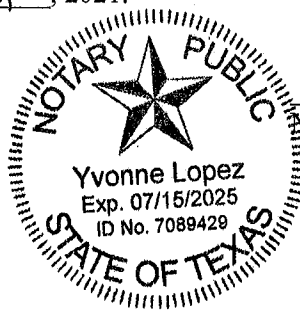
Rodney Herrera
Diamond Association Management
Managing Agent

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

**281 EAST HOMEOWNERS ASSOCIATION
RELIGIOUS DISPLAY POLICY**

This Religious Display 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, 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 Religious Display Policy is adopted under the requirements of the TEX. PROP. CODE § 202.018 for the adoption of a policy regulating the display of religious items at an Owner's or resident's property or dwelling by establishing statutory permitted rules, regulations and restrictions. Any previously adopted policies regulating the display of religious items are of no further force or effect.

The adoption of this Religious Display 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 Religious Display Policy shall become effective as of the date the Religious Display 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, as applicable.

1. **General.** An Owner or resident may, in accordance with the restrictions herein and with prior approval from the Association confirming compliance herewith, display or affix on the Owner's or resident's property or dwelling one or more religious items for which such display is motivated by the Owner's or resident's sincere religious belief ("Religious Displays").

2. **Restrictions.**

A. Religious Displays may not:

- i. threaten public health or safety;
- ii. violate any law other than a law prohibiting the display of religious speech; or
- iii. contain language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content.

B. Religious Displays may not be displayed or affixed:

- i. on property owned or maintained by the Association;
- ii. on property owned in common by members of the Association, such as a fence between adjacent properties owned by both property Owners, unless otherwise approved in writing by the common, non-displaying Owner;

- iii. in a location or way that violates an applicable building line, right-of-way, setback, or easement; or
- iv. on a traffic control device, streetlamp, street sign or pole, fire hydrant, or utility sign, pole or fixture.

C. Religious Displays, including any lighting associated with such display, shall be confined to the Owner's or resident's property and shall not be a nuisance to other Association members. For any Religious Display which violates any applicable nuisance provision in the Governing Documents or law, the Owner or resident shall remove or modify the Religious Display to comply with such provision or law.

D. Any audio associated with or accompanying a Religious Display is prohibited.

E. Religious Displays should be maintained in a good condition at all times and in the same manner as is required for other improvements according to the Governing Documents.

3. Temporary Religious Displays. This Religious Display Policy shall apply to temporary Religious Displays or "decorations" (as commonly referred to as, or determined by, an ordinary person) associated with dates of religious significance. Such temporary Religious Displays or "decorations" shall also abide by applicable rules or regulations governing holiday displays or decorations, if any, so long as said rule or regulation does not prohibit a property Owner or resident from displaying or affixing on the Owner's or resident's property or dwelling one or more religious items the display of which is motivated by the Owner's or resident's sincere religious belief and does not violate the rules, regulations, and restrictions contained herein to the extent permitted by TEX. PROP. CODE § 202.018.

4. Removal of Religious Displays. Religious Displays placed on property owned by the Association including, but not limited to, common areas or on public property or affixed on a traffic control device, streetlamp, street sign or pole, fire hydrant, or utility sign, pole or fixture are declared to be abandoned trash at the time of placement and shall, unless prohibited by law, be removed and discarded by the Association, as permitted by TEX. PROP. CODE § 202.018(d), without any liability or responsibility to the Owner. The Association, in its sole discretion, may retain the Religious Display for not less than fourteen (14) calendar days from the date the Religious Display is collected for retrieval by the Owner. Should the Owner not retrieve the Religious Display within the specified time period, the Religious Display shall be discarded.

5. Approval Required. Approval by the Association's Architectural Review Authority, as defined by TEX. PROP. CODE § 209.00505, shall be required for Religious Displays to ensure the Religious Display is not in violation of any of the restrictions contained herein.

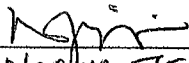
[Signature page follows]

CERTIFICATE OF OFFICER

The undersigned certifies that the foregoing Religious Display 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 Religious Display 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