

**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](mailto:resales@damctx.com)

SIGNED on this the 31 day of August, 2021.



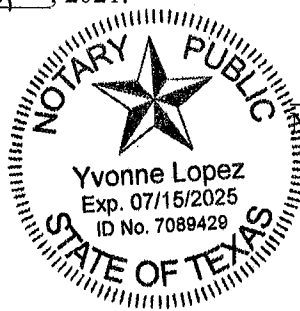
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Rodney Herrera  
Diamond Association Management  
Managing Agent

**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  
SECURITY MEASURES POLICY**

This Security Measures 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 Security Measures Policy is adopted under the requirements of the TEX. PROP. CODE § 202.023 governing the regulation of security measures by an Association. Any previously adopted policies regulating security measures or devices are of no further force or effect.

The adoption of this Security Measures 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 Security Measures Policy shall become effective as of the date the Security Measures 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 may, in accordance with the restrictions herein, build or install security measures on their private property. "Security Measure" as that term is used herein may include, but is not limited to: security cameras and associated signal transmission and recording equipment; motion detectors and associated devices (e.g., lights or cameras); and perimeter fences.

2. Restrictions.

A. Security cameras may be installed only on the Owner's private property. Cameras may be directed toward and record any portion of the Owner's private property and adjacent public areas such as a street, sidewalk, or greenbelt. Cameras may not be directed toward or record the private property of a neighboring or adjacent Lot Owner.

B. Motion detectors may be installed only on the Owner's private property to detect motion on the Owner's private property or adjacent public areas such as a street, sidewalk, or greenbelt. Motion detectors shall not be positioned to detect motion on the private property of a neighboring or adjacent Lot Owner.

C. Accessory devices such as lights, alarms, or other sound generating devices connected to a motion detector shall not be a nuisance to other Association member(s). Any light or sound activated by a motion detector shall be confined to the Owner's property (e.g., no light shall be directed at a window of a neighboring residence) and shall not be of a brightness, volume, or intensity that may be deemed a nuisance by a reasonable person with normal sensitivities and shall turn off after a reasonable amount of time. A motion detector must not be used to activate any device which could cause physical harm to persons or animals.

D. Perimeter fences may be installed on an Owner's property. "Perimeter fence" means any fence, wall or similar barrier located anywhere on the property, including on the perimeter of the property. Any such perimeter fence must comply with the requirements pertaining to the type of fencing as may be established by the Association's Architectural Review Authority ("ARA"), as defined by TEX. PROP. CODE § 209.00505.

E. Any perimeter fence that crosses over a drainage easement, ditch, culvert or natural drainage area must be:

- i. constructed such that it does not significantly interfere with the flow of water or drainage; and
- ii. compliant with all federal, state, county, and city regulations.

F. Lighting may be used as a Security Measure. Any such lighting shall be confined to the Owner's property and minimize spillover to adjacent properties, public areas and common areas. Spillover may be minimized with placement, screening and shielding on the fixture. All exterior lighting must be of a type and design permitted by the Association's Governing Documents.

G. Any Security Measures built or installed on a property Owner's Lot must comply with all applicable federal and state laws and local ordinances.

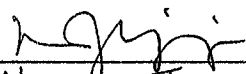
3. Approval Required. All new or modified Security Measures must be submitted to, and approved by, the Association's ARA prior to the commencement of construction or the installation of any Security Measure.

CERTIFICATE OF OFFICER

The undersigned certifies that the foregoing Security Measures 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 Security Measures 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 GIEFLIN  
 Title: PRESIDENT