

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
Exterior Light Policy*

The document attached hereto is 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 23 day of February, 2023.



Rodney Herrera
Diamond Association Management
Managing Agent

VERIFICATION

THE STATE OF TEXAS

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COUNTY OF BEXAR

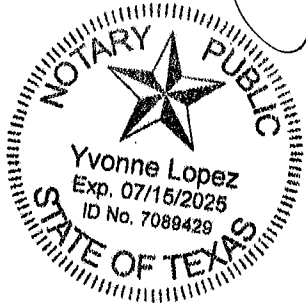
BEFORE ME, the undersigned authority, on this day personally appeared Rodney Herrera, of Diamond Association Management, the Managing Agent of 281 East Homeowners Association, who, after being duly sworn, acknowledged and stated under oath that he has read the above and foregoing Affidavit and that every 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 23 day of February, 2023.



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
RESOLUTION APPROVING
EXTERIOR LIGHT POLICY

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR

WHEREAS, the Board of Directors of 281 East Homeowners Association, also known as Mountain Lodge Homeowners Association (“Association”) is the established governing body 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”); and the Bylaws of the Association (“Bylaws”); and

WHEREAS, in accordance with the duties and responsibilities imposed by the Declaration, the Bylaws and all policies, rules and regulations duly adopted by the Association (collectively, “Governing Documents”), the Board of Directors of the Association is charged with the duty of making, establishing and promulgating, in its discretion, policies, rules and regulations for the interpretation and enforcement of the Governing Documents for the use and enjoyment of properties in Mountain Lodge, including but not limited to, the common areas owned by the Association; and

WHEREAS, it has been determined by the Board of Directors that it is necessary to amend the land use regulations governing the placement and use of exterior lighting within Mountain Lodge.

THEREFORE, BE IT RESOLVED:

The Exterior Light Policy for 281 East Land, San Antonio, Texas, in the form attached hereto as Exhibit “A”, by a unanimous vote of the Board of Directors, was approved as to form and content and for presentment for vote of the Members of the Association.

This Exterior Light Policy for 281 East Land, San Antonio, Texas, is adopted this 20 day of February, 2023, by the Board of Directors of the Association and shall be effective when approval by the Members of the Association and filed for record in the Official Public Records of Bexar County, Texas.

281 EAST HOMEOWNERS ASSOCIATION


By: 
Name: NORMA JEAN GIFFIN
Title: President

EXHIBIT "A"

281 EAST HOMEOWNERS ASSOCIATION EXTERIOR LIGHT POLICY

This Exterior Light Policy ("Light Policy") of **281 East Homeowners Association**, also known as Mountain Lodge Homeowners Association (the "Association") was duly adopted on the 20 day of February 2023, setting forth certain policies of the Association in connection with the establishment of a Light Policy applicable to the regulation of exterior decorative and security lighting within 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").

The adoption of this Light 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 Light Policy shall become effective as of the date the Light Policy is filed in the Official Public Records of Bexar County, Texas. All prior adopted Light Policies are of no further force or effect.

For the purposes of this Light Policy, capitalized terms used herein, unless specifically defined, shall have the meanings set forth in the Declaration.

1. Purpose. Mountain Lodge Owners and residents are encouraged to beautify their residence with landscape lighting and to protect their residence with security lighting. This Light Policy is designed to provide quantifiable guidance on acceptable lighting within Mountain Lodge. This Light Policy is focused on safety, security and maintaining community aesthetics giving consideration to rights of Owners to enjoy their property without interference from excessive light pollution or trespassing by light emanating from adjacent and nearby Properties. This Light Policy is not an exhaustive list of what is permissible or prohibited within Mountain Lodge. As with all exterior improvements, new installations or modifications to existing lighting, require the owner to submit an application for the lighting improvement and receive written approval of the Architectural Control Committee (ACC) prior to the installation or modification of lighting improvements. This Light Policy will cover types of exterior lighting, light pollution and trespassing, recognized holidays, and best practices for the use of exterior lighting. Owners are encouraged to inform their neighbors of the Owners' intent to install exterior lighting and consider the impact exterior lighting will have on an Owner's neighbors. To further mitigate impact on neighbors, Owners should consider the use of timers, motions sensors, LED or fluorescent lighting, full cutoff shielding, and sophisticated systems not triggered by vehicles, pedestrians, or other objects passing by. Owners are also encouraged to hire licensed and bonded contractors for installation of exterior lighting if possible.

2. For the purposes of this Light Policy:

- (a) “Address Marker” means the Lot’s address identification numbers affixed to the residence in an area near the front door or located on the curb in front of the Lot.
- (b) “Flagpole Lighting” means any type of light used for the purpose of illuminating any flag affixed to a flagpole.
- (c) “Holiday Lighting” means reasonable lighting displayed near and on a Federally recognized holiday being: New Year’s Day, Martin Luther King, Jr. Birthday, Presidents Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day, and Christmas Day. Additionally, for each residence, a total of two (2) secular or religious holidays selected by the Owners of the Lot.
- (d) “Landscape Lighting” means lighting on the front/side of the residence, light up/down casting in trees, down casting lighting for walks or paths.
- (e) “Light Trespass” means a condition in which unwanted light emitted on one property intrudes onto a person’s property or area. For the limited purpose of this Light Policy, the term “Light Trespass” will be limited to unwanted light with an intensity and brightness of one (1) foot-candle or greater measured at the perimeter boundary of the Lot; is a nuisance or interferes with the vision of any drivers or Lots in the immediate area; or light aimed or directed at other Properties.
- (f) “Motion Sensor Lighting” means those lights activated by motion using individual sensors meant to detect physical movement around them.
- (g) “Nuisance” means an act, omission, or condition by an Owner or resident that unlawfully hurts, inconveniences, damages or interferes with the peaceful use of an Owner’s property affecting two (2) or more other Owners or residents of normal sensitivities in Mountain Lodge.
- (h) “Security Lighting” means constant clear or white lighting emitted for the purposes of deterring crime.
- (i) “String Lighting” means wired lighting, including without limitation to, those affixed to a cable or wire, for the purpose of backyard area lighting or general illumination.
- (j) “Structural Lighting” means any wall, fascia, soffit mounted and recessed porch lights, including without limitation to, any lighting illuminating a residence address marker, doorways, porches, driveways, and side and backyards.

3. All exterior lighting shall comply with the Dark Sky standards and requirements set forth in the San Antonio Unified Development Code, Article III, Division 4, Section 35-339.04 and be sufficiently shielded and aimed such that spillage of light onto adjacent Properties is minimized and glare from the light emitting and/or reflecting parts of a luminaire is not visible from an adjacent property.

4. Lighting is permitted in Mountain Lodge provided the following guidelines are adhered to:

- (a) Address Marker lighting must be located within Owner’s property and may not cause a hazard or Nuisance to drivers or neighbors.
- (b) Flagpole Lighting for the display of the United States National Flag or the Texas State Flag, provided such lighting only illuminate the flag and does not commit Light Trespass.
- (c) Holiday Lighting shall be of reasonable design and magnitude to not disrupt neighboring residences and Properties. Holiday Lighting display periods shall be:

HOLIDAY	PERMITTED DURATION
Christmas Day	Beginning the second week of November until the end of the second week of the New Year.
Halloween	Beginning the second week of October until the following Sunday after Halloween.
Other Permitted Holidays	Seven consecutive days, including the holiday itself.

- (i) Holiday Lighting must be maintained in good repair, including method of installation and replacing burnt out bulbs.
- (ii) All Holiday Lighting shall be installed or aimed so it does not present a disabling glare to drivers or pedestrians or create a Nuisance by projecting objectionable light onto neighboring property.
- (iii) Holiday Lighting displays are permitted twenty-four hours a day while any noise or sound effects may only be used between the hours of 5:00 a.m. and 10:00 p.m.
- (d) Landscape Lighting must not commit Light Trespass and wires must be buried, low level power, or solar powered.

- (e) Motion Sensor Lighting will not commit Light Trespass for an illumination period of more than one (1) to three (3) minutes per triggering event. These lights are permitted to enter onto a roadway but may not cause a Nuisance to drivers or neighbors. Illumination emitted from Motion Sensor Lighting is not permitted to perform repeated flashes, blinks, or any kind of strobe lighting.
- (f) Security Lighting may not exceed one (1) foot-candle beyond the Owner's property; become a Nuisance to any drivers or Lots in the immediate area; or be aimed at other Properties, specifically neighboring residences' windows.
- (g) String Lighting may not commit Light Trespass; stand or hang above eight feet (8') from the ground; hang in the front or side of any residence; or be erected or hung within five feet (5') of Owner's property line except when affixed to the interior side of solid fencing below the fence line. String Lighting must comply with applicable maintenance provisions contained in the Declaration. Any requests for special events and four-day permits should be submitted to the Association for consideration.
- (h) Structural Lighting may not commit Light Trespass or contain any lighting which performs repeated flashes, blink, or any kind of strobe lighting. Permanent Structural Lighting such as those wall mounted or recessed in Owner's porch.

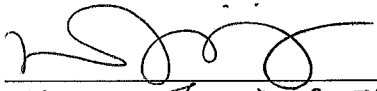
5. Enforcement. The Association shall have full authority to enforce this Light Policy which shall include, among other remedies, the right, power and authority to suspend a Member's privileges and/or assess fines, subject to the limitations of the Texas Property Code, and/or file suit for an injunction to compel compliance with the provisions contained herein.

CERTIFICATE OF OFFICER

The undersigned certifies that the foregoing Exterior Light Policy was duly approved and adopted by the Board of Directors of 281 EAST HOMEOWNERS ASSOCIATION on the date first above written, 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 Exterior Light 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 20 day of February, 2023.

281 EAST HOMEOWNERS ASSOCIATION

By: 
Name: NORMA JEAN GIFFIN
Its: President

File Information

**eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY
LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

Document Number: 20230031650
Recorded Date: February 24, 2023
Recorded Time: 4:16 PM
Total Pages: 10
Total Fees: \$58.00

**** THIS PAGE IS PART OF THE DOCUMENT ****

**** Do Not Remove ****

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: 2/24/2023 4:16 PM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk