

**AFFIDAVIT IN COMPLIANCE WITH SECTION 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 (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 *Section 202.001 of the Texas Property Code*. 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.


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  
Collection and Payment Plan 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  
[manager@damctx.com](mailto:manager@damctx.com)

SIGNED on this the 6 day of April, 2018.

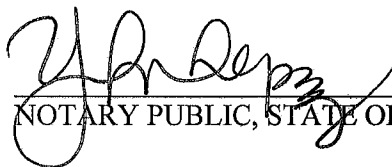
  
\_\_\_\_\_  
Rodney Herrera  
Diamond Association Management  
Managing Agent

**VERIFICATION**

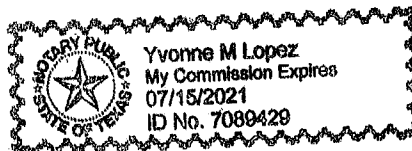
**THE STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR           §**

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.

6 ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the day of April, 2018.

  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

**After Recording, Return To:**  
Michael B. Thurman  
Thurman & Phillips, P.C.  
4093 De Zavala Road  
Shavano Park, Texas 78249



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

This Collection and Payment Plan Policy (“Collection and Payment Policy”) of **281 East Homeowners Association**, also known as Mountain Lodge Homeowners Association (the “Association”) in connection with the collection of assessments, expenses, charges and fees and for establishment of a Payment Plan Policy was duly adopted by the Board of Directors of the Association on the 19 day of March, 2018.

This Collection and Payment Plan Policy was adopted pursuant to the requirements of Texas Property Code Section 209.0062 setting forth the policy for the adoption of an alternative payment schedule by which a Member may make partial payments to the Association for Assessments or any other amounts owed to the Association without accruing additional monetary penalties. Any previously adopted Collection and Payment Plan Policies are of no further force or effect.

1. Due Date of Assessments

A. Annual Assessments: Annual Assessments shall be due and payable as of January 1<sup>st</sup> 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 assessments shall be due and payable on the first (1<sup>st</sup>) day of each quarter (“Due Date”). Payments not received on 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 of Association.

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

C. Receipt of Billing: It is the duty and obligation of each Member to notify the Association by the fifteenth (15<sup>th</sup>) of the month in which the Assessment is due if no bill is received. It shall be no defense to the Member’s obligation to pay any amount due because of the Member not receiving a bill.

2. Account Fees

A. Interest: Any account balance not paid on the Due Date (“Delinquent Account”), including all collection costs, penalties, fees and expenses, including reasonable attorney’s fees shall bear interest at the lesser of: (a) eighteen percent (18%) per annum or (b) the maximum rate of interest allowed by law. The accrual date shall commence as stated in Section 1.A. above.

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

C. Return Payment Fee: If a Member's payment is returned and/or dishonored for any reason, the Member will be charged the lesser of \$25.00 or the maximum amount allowed by law per occurrence for the dishonored payment.

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

E. Administrative Fees: If a Member is delinquent in the payment of assessments or any other amount owed to the Association, the Association or Association's management company may charge a reasonable administrative fee for monitoring and administering the delinquent account. If the delinquent Member requests a Payment Agreement, in addition to the monthly Assessment payment required, the delinquent Member shall be charged an amount equal to any administrative fee by the Association and/or Association's management company or attorney.

3. Assessment Lien. All Assessments, charges, fees, including but not limited to management company fees, 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 a Member shall be a charge on a Member's Property and secured by a continuing lien as per the Governing Documents, subject to applicable limitations imposed by the Texas Property Code.

4. Account Information. It is the sole responsibility and obligation of the Member 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 Member's last known mailing address as reflected in the records of the Association.

5. Third Party Collection Costs. A delinquent Member shall be held liable for fees of a collection agent retained by the Association provided the Association complies with Texas Property Code Section 209.0064, as amended, and provides written notice to the Member by certified mail, return receipt requested, at Member'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 Member has to avoid having the account turned over to a collection agent, including information regarding availability of a payment plan through the Association; and

C. Provides a period of at least thirty (30) days for the Member to cure the delinquency before further collection action is taken.

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

6. Priority of Payments.

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

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

B. If, at the time the Association receives a payment from a Member, the Member 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 A above.

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

A. Past Due Notice. In the event that 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 Member with a Delinquent Account setting forth all Assessments, interest and other amounts due. The Past Due Notice will contain a statement that the entire remaining unpaid balance of the Assessment is due and that the Member is entitled to a Payment Plan as required by the Texas Property Code. In the event any Member is unable to pay the Assessment Payment when due, as specified in the assessment billing, a Member may enter into a Payment Plan as required by Texas Property Code §209.0062 if eligible as per the Payment Guidelines contained herein.

B. Statutory Notice. In the event the entire Assessment is not paid in full or the Member 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 Texas Property Code Section 209.064 shall be sent via certified mail, return receipt requested, to each delinquent Member. 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, interest and other amounts due;
- (ii) Payment Plan: Advise the Member if eligible to enter into a payment plan and options available to the Member;
- (iii) 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 Member's account;
- (iv) Period to Cure: Advise that the Member has at least thirty (30) days for the Member to cure the delinquency before further collection action is taken; and
- (v) Suspension of Privileges: Advise that the Member's privileges may be suspended fifteen (15) days after the date the Statutory Notice is sent to the Member, subject to the right of appeal.

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 Member for a money 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 Texas Property Code Section 209.0092 of the Texas Property Code 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 a Member, 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, a Member shall be permitted to make payments to the Association for delinquent regular or special 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 Member 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 Member in writing and in a form provided by the Association.

D. So long as the Member 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 Members;
- (ii) the first payment is delivered in accordance with the Payment Plan; and
- (iii) the Payment Plan is signed by the Association or its designated representative.

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

- (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 a Member for a period of two (2) years after a Member 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 Member according to the Payment Plan.



11. Enforcement. The Association has a duty to diligently collect all amounts due the Association from its Members and shall exercise due diligence in collecting all Delinquent Accounts. In the event any delinquent Member fails to pay its 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 attorneys' fees, and for the foreclosure of the lien against the Member's Property for amounts permitted by law.

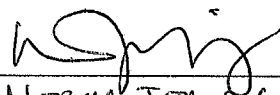
This Policy is adopted to set forth the procedures, expenses, penalties and requirements for the Association in connection with the collection and payment of delinquent assessments, expenses, charges and fees. Any previously adopted Collection Policies are of no further force or effect.

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 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 policy constitutes a dedicatory instrument under Tex. Prop. Code Section 202.006 which applies to the operation of Mountain Lodge, a subdivision located in Bexar County, Texas, as hereinabove described.

Signed this 19 day of March, 2018.

**281 EAST HOMEOWNERS ASSOCIATION**

By:   
Name: NORMA JEAN GIFFIN  
Its: Secretary

**File Information**

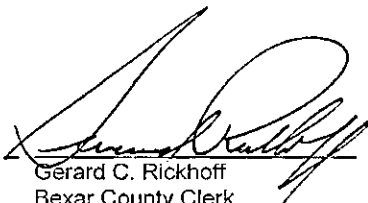
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**Recorded Date:** April 18, 2018  
**Recorded Time:** 10:26 AM  
**Receipt Number:** 20180418000203  
**Total Pages:** 10  
**Total Fees:** \$58.00

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:  
4/18/2018 10:26 AM



  
Gerard C. Rickhoff  
Bexar County Clerk