

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; 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").

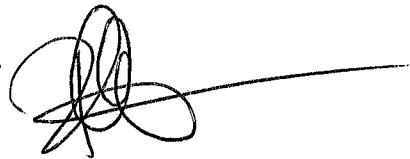
Attached hereto is the original of, or true and correct copy of, the following dedicatory instrument(s), including known amendments or supplements thereto, governing the Association, which instruments have not previously been recorded:

*281 East Homeowners Association
Resolution Approving Restatement Parking and Towing 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

SIGNED on this the 11 day of July, 2018.



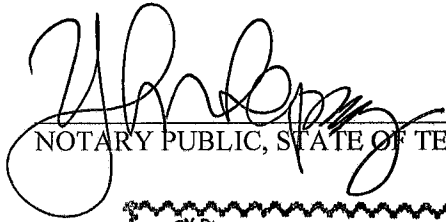
Rodney Herrera
Diamond Association Management
Managing Agent

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.

11 ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the day of July, 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 RESTATEMENT PARKING AND TOWING POLICY

This Restatement Parking and Towing Policy ("Parking Policy") of **281 East Homeowners Association**, also known as Mountain Lodge Homeowners Association (the "Association") setting forth certain policy of the Association in connection with the management of the Association and the property known as Mountain Lodge Subdivision ("Mountain Lodge") as identified in the Master Declaration of Covenants, Conditions and Restrictions for 281 East Land, San Antonio, Texas, recorded in Volume 8202, Page 524; together with all amendments, annexations and supplements thereto (collectively, "Declaration"), the Bylaws of the Association and all policies, guidelines, rules and regulations duly adopted by the Association from time to time (collectively, "Governing Documents").

The adoption of this Parking Policy for the purposes stated herein is in compliance with the Texas Property Code Section 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 Parking Policy shall become effective as of the date this Parking Policy is filed in the Official Public Records of Bexar County, Texas.

This Parking Policy shall govern and regulate the parking and towing of vehicles for violations hereof and supersedes that Resolution Regarding Parking and Towing of Vehicles dated July 30, 2010, recorded in Volume 14601, Page 26 of the Official Public Records of Bexar County, Texas; that Traffic Fining and Rules Policy adopted May 21, 2012, recorded in Volume 15549, Page 1122 of the Official Public Records of Bexar County, Texas; and that Towing Policy adopted March 13, 2014, recorded in Volume 16590, Page 218 of the Official Public Records of Bexar County, Texas. This Parking Policy is in addition to the covenants, conditions and restrictions contained in the Declaration.

The Parking Policy is as follows.

1. Parking Policy. Each property owner, resident, visitor, invitee, guest and any and all other parties entering in Mountain Lodge shall be subject to the following rules and regulations:

A. Owners' and Residents' Responsibilities. Owners, residents and tenants which own a Lot in and/or reside in a residence in Mountain Lodge shall park their automobile, ¾ ton or less pick-up truck, motor scooter or motorcycle (collectively "Vehicle") in the residence's garage or driveway and are prohibited from parking on the streets of Mountain Lodge except as hereinafter stated. An Owner, resident or tenant may submit a written request to the Association through its Managing Agent for a parking pass to permit street parking as limited from time to time by the Board of Directors. The Board of Directors has presently set a policy of allowing parking pass for a maximum of fourteen (14) days based on the circumstances present at the time of issuance. "Managing Agent" shall mean Diamond Association Management or any successor management company appointed by the Board of Directors. Upon receipt of a request, the Board of Directors, in its sole discretion, shall consider the specific

circumstances pertaining to the request and if approved, the Board of Directors or its Managing Agent shall issue a parking pass, not to exceed fourteen (14) days, to allow parking on the street. The Board of Directors may approve the parking pass with additional limitations, e.g. number of vehicles, permitted times, number of hours and days permitted. When a Vehicle is temporarily parked on a street, it should be parked facing in the direction of traffic flow for the side of the street the Vehicle is parked. **Overnight parking in the streets is strictly prohibited without a parking pass.** An Owner, resident or tenant may also submit a written request to the Board of Directors for a parking pass for a visitor, invitee, guest or other party to permit them to park on the street for a period longer than that permitted by 1. B. herein. The Board of Directors may delegate the authority to its Managing Agent to issue the parking passes.

B. **Visitor Parking.** Visitors, invitees, guests and all other parties shall be permitted to park on the private streets while visiting an Owner, resident or tenant's residence, subject to the restrictions herein. The permitted street parking without a parking pass shall be limited to the four (4) hours per day between 7:00 a.m. and 11:00 p.m. For special circumstances, the Owner of a residence, resident or tenant may request from the Board of Directors or Managing Agent an exception to this Parking Policy and the Board of Directors or Managing Agent, in its sole discretion, may grant an extension of time. Notwithstanding the foregoing, service and delivery vehicles, including trailers, may be parked in the private streets during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a resident or Common Area as defined in the Governing Documents. The service or delivery vehicle should be parked facing in the direction of traffic flow for the side of the street the Vehicle is parked.

C. **Other Vehicles.** Except as permitted herein, no trailer, camper, motor home, mobile home, tent, boat, recreational vehicle, travel trailer, tractor, grader, wagon, personal watercraft, wave runner, jet ski or other watercraft, bus, equipment, machinery, garden maintenance equipment, construction equipment, pick-up camper, wrecked, junked or wholly inoperable vehicle (collectively identified as "Other Vehicles") shall be kept, parked, stored, or maintained on any portion of the front yard, in front of the building line of the permanent structure, nor shall be kept, parked, stored or maintained on any other portions of a Lot unless it is in an approved enclosed structure or in an approved screened area which prevents the view thereof from adjacent lots and streets. Other Vehicles shall not be parked in or on any of Mountain Lodge private streets or property at any time without the express written consent of the Board of Directors or its Managing Agent. Notwithstanding the preceding, a trailer, motor home, boat, recreational vehicle, travel trailer, camper, personal watercraft, wave runner, jet ski or pick-up camper may be temporarily parked on a private street directly in front of the Owner, resident or tenant's residence for not more than four (4) hours for four (4) or more days in a seven (7) consecutive day period without a parking pass issued by the Managing Agent. No dismantling or assembling of a Vehicle or Other Vehicle shall be permitted in any street, driveway or yard adjacent to or visible from a street. Notwithstanding the foregoing, service and delivery vehicles, including trailers, may be parked in the private streets during daylight hours for such period of time as is reasonably

necessary to provide service or to make a delivery to a resident or Common Area as defined in the Governing Documents.

D. Recreational Area. No parking of any Vehicle is allowed in Mountain Lodge's Recreational Areas parking lot commencing as of 10:00 o'clock p.m. through 6:00 o'clock a.m. without the express written consent from the Board of Directors or its Managing Agent. Other Vehicles, as defined herein, are prohibited at all times without the express written consent of the Board of Directors or its Managing Agent. The Board of Directors or its Managing Agent shall cause the posting of signs in the neighborhood advising of this Parking Policy as required by the Texas Towing and Booting Act, Chapter 2308 of the Texas Occupations Code, as amended (the "Act"), which shall advise all parties of the fact that Vehicles parked in violation of this prohibition may be towed at the Owner's expense.

E. Specific Parking Prohibitions. In addition to the other parking limitations herein, the owner or operator of a Vehicle may not park on Association or private property a Vehicle that:

- (1) Is parked in a designated tow-away zone;
- (2) Is parked in a designated "fire lane" or next to a red curb;
- (3) Is parked on grass or other landscaped areas;
- (4) Is parked in a marked handicap space with no valid handicap permit or license plate;
- (5) Is parked in an area that obstructs a traffic aisle, entry or exit of any of the Mountain Lodge Common Area parking;
- (6) Is parked in an area that obstructs the free flow of traffic on Mountain Lodge private streets;
- (7) Is parked in an area designated by the Board of Directors or its Managing Agent as a "no parking area;"
- (8) Is parked on Mountain Lodge private street or Common Area and leaks excessive fluids;
- (9) Is abandoned as determined by the Board of Directors or its Managing Agent, in its sole discretion;
- (10) Is wrecked and legally not drivable on city streets;
- (11) That displays a sign or notation the vehicle is "For Sale";
- (12) Is an inoperable and non-functioning Vehicle;
- (13) Is parked within fifteen (15) feet of a fire hydrant;
- (14) Is parked in any area that hinders or interferes with an emergency operation by an appropriate emergency department or entity;
- (15) Is parked in an area that blocks or impairs the use of a sidewalk;
- (16) That does not have a current operating license or inspection sticker;
- (17) Is stored on blocks or is covered with a tarpaulin and remains on blocks or so covered for fourteen (14) consecutive days.

Vehicles in violation of this Parking Policy shall be subject to, in the sole discretion of the Board of Directors or its Managing Agent, the issuance of a parking citation and/or immediate towing and removal subject to the requirements and restrictions of the Act.

F. Time Limitations. The Board of Directors or its Managing Agent shall have the sole discretion for the determination of whether any party affected by this Parking Policy has exceeded any of the permitted time limits contained herein.

2. Violation of Policy and Penalties. Violation of any of the policies herein adopted shall result in:

A. The issuance of notice of violations and/or parking citations and the assessment of fines as permitted by the Governing Documents or towing as applicable. Any assessed fines must be paid in accordance with the Fine Policy. Failure to do so may result in the privileges of the use of common facilities being suspended. Repeated violations of this Parking Policy, as determined by the Board of Directors or its Managing Agent, in its sole discretion, shall result in the towing of the Vehicle or Other Vehicle and such remedy shall be in addition to and not an election of other rights, remedies, fines, penalties and other remedies available to the Association for such violation.

B. In addition to rights, powers and remedies granted by law, in the event of default on the part of the Owner, resident or tenant on any Lot in observing the requirements contained in this Parking Policy, and the continuation of the default after the notice required by the Texas Property Code Section 209.006 has been sent by the Association to the Owner, resident or tenant, as applicable, upon approval by the Board of Directors, the Association may enter upon the Lot on which the parking violation exists through its agents, without liability to the Owner, resident or tenant in trespass or otherwise, and cause the parking violation to be cured by towing the Vehicle or Other Vehicle, as defined herein. The Owner of the Lot shall reimburse the Association for any expenses incurred, including reasonable attorney's fees, to cure the default.

3. Violation by Non-Owner. Any visitor, invitee, or guest of Owner, resident or tenant shall be treated as a violation of the Owner of the property. All monetary penalties, if any, shall be assessed against the identifiable property Owner of the property as the responsible party for the Owner's visitor, invitee or guest's violation.

4. Compliance With Applicable Statute. Notwithstanding any provision contained herein, the imposition of any penalty affecting the rights or privileges of an Owner, resident or tenant or the assessment of a fine or suspension of privileges shall be in strict compliance with the Texas Property Code Section 209.006, as amended. All violators that are issued a parking citation assessing a fine shall be provided the statutory notice advising of an opportunity to cure the violation and avoid the fine assessed unless the violator has received a notice of a similar violation within the previous six (6) months.

The towing of a Vehicle or Other Vehicle shall be in strict compliance with the Act. Any towing requested by the Association shall be by contract with a licensed towing company as regulated by the Act. The Board of Directors or its Managing Agent shall cause the posting of signs in the neighborhood advising of this Parking Policy as required by the Texas Towing and Booting Act, Chapter 2308 of the Texas Occupations Code, as amended which shall advise all parties of the fact that vehicles parked in violation of the Governing Documents or this Parking Policy may be towed at the Owner's expense.

5. Notice Policy. It shall be the general policy, when reasonable as determined in the sole discretion of the Board of Directors, for the Board of Directors or its Managing Agent, to provide notice to violators of violations of this Parking Policy. The Board of Directors shall have the discretionary authority to adopt notice policies from time to time for notification of Vehicles violating this Parking Policy. Notwithstanding this general policy, if the Board of Directors determines in its sole discretion that a violation is of such a degree and nature that it may (i) interfere with the flow of traffic; (ii) hinder or interfere with an emergency operation by an emergency department or entity; (iii) interfere with use of sidewalk; (iv) interfere with use of handicap parking; (v) create a harmful or dangerous condition; or (vi) be considered as a habitual violator, the Board of Directors will proceed with legal remedies of towing without personal notice other than as required by the Act.

6. Procedure. The Board of Directors from time to time may establish and/or alter the procedures to be followed for monitoring violation of this Parking Policy. Subject to the Board of Directors altering the procedure without notice, the procedure for monitoring and enforcement of this Parking Policy shall be:

- (1) Violations shall be monitored by the Association's enforcement agent and/or patrol and by residents filing complaints with Association's Management Company;
- (2) Association's Management Company shall maintain a written log of all reported violations;
- (3) For the first offense within a six (6) successive month period, Association's enforcement agent shall affix a courtesy violation notice or citation to the Vehicle or Other Vehicle parked in violation of this Parking Policy advising of the violation and the necessity to cure the violation on or before the expiration of seven days (7) to cure the violation, at the sole discretion of the Board of Directors or its Managing Agent. If the offense is a second offense or more, the Association has no obligation to provide a courtesy notice;
- (4) If the parking violation is not cured within seven (7) days from the date of the courtesy notice, if provided pursuant to provision (3) immediately preceding, if circumstances permit, Association's Managing Agent shall send notice of violation via certified mail as required by Texas Property Code §209.006 advising of the violation and a reasonable opportunity to cure the violation; and
- (5) If violator continues violating this Parking Policy or a violation exists as identified in Section 5 above, Association shall notify the designated

towing company to remove the Vehicle or Other Vehicle at Owner's expense.

- (6) If the violator continues to violate this Parking Policy within a six (6) successive month period, at the discretion of the Board of Directors, the violator will not receive further notice prior to the vehicle being towed.

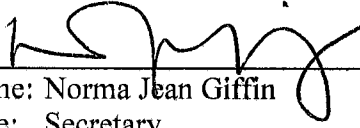
7. Waiver. The failure of the Association to levy a fine or act to cause the towing of any Vehicle or Other Vehicle which is in violation of this Parking Policy shall not be considered a waiver for the purposes of future enforcement hereof.

CERTIFICATE OF OFFICER

The undersigned certifies that the foregoing Restatement of Parking and Towing Policy was duly approved and adopted by the Board of Directors of the **281 EAST HOMEOWNERS ASSOCIATION** on the 11 day of July, 2018, 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 Restatement of Parking and Towing 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 11 day of July, 2018.

281 EAST HOMEOWNERS ASSOCIATION

By: 
Name: Norma Jean Giffin
Title: Secretary

File Information

**eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY
GERARD C. RICKHOFF, BEXAR COUNTY CLERK**

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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: 7/12/2018 12:32 PM



Gerard C. Rickhoff
Gerard C. Rickhoff
Bexar County Clerk