

**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 (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 Pet 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 20 day of May, 2021.



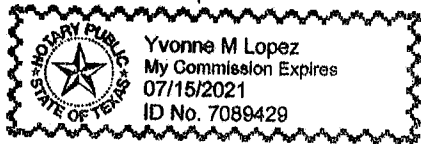
Rodney Herrera  
Diamond Association Management  
Managing Agent

**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 20 day of May, 2021.



  
\_\_\_\_\_  
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  
RESOLUTION  
ADOPTING PET POLICY**

**STATE OF TEXAS**

§  
§  
§

**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 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”); and the By-Laws of the Association, recorded under Clerk’s Document No. 20120242276, of the Official Public Records of Real Property, Bexar County, Texas (“By-Laws”); and

**WHEREAS**, in accordance with the duties and responsibilities imposed by the Declaration, the By-Laws of the Association 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 adopt a Pet Policy for the aesthetics, health, safety and welfare of the owners, residents, visitors and guests of Mountain Lodge.

**THEREFORE, BE IT RESOLVED:**

The Pet Policy attached hereto as Exhibit “A”, by a unanimous vote of the Board of Directors, was approved and adopted. The Pet Policy shall become effective when filed in the Official Public Records of Bexar County, Texas.

This Resolution Adopting Pet Policy is adopted this 17<sup>th</sup> day of May, 2021.

**281 EAST HOMEOWNERS ASSOCIATION**

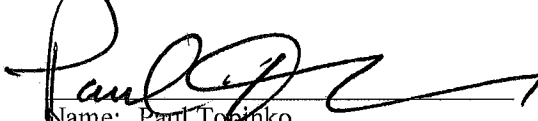
By:   
Name: Paul Topinko  
Title: Secretary  
Member of the Board of Directors

EXHIBIT "A"

**281 EAST HOMEOWNERS ASSOCIATION  
PET POLICY**

This Pet Policy ("Pet Policy") of **281 East Homeowners Association**, also known as Mountain Lodge Homeowners Association, (the "Association") in connection with policies, guidelines, rules and regulations which may be adopted by the Association from time to time and for the establishment of a Pet Policy was duly adopted by the Board of Directors of the Association on the 17th day of May, 2021.

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

This Pet Policy is adopted to set forth the requirements for pet owners and pets within the Mountain Lodge subdivision (the "Subdivision"). Capitalized terms contained herein shall have the definitions as set forth in the Declaration. This Pet Policy is in addition to the covenants, conditions and restrictions contained in the Declaration. Any previously adopted Pet Policies are of no further force or effect.

The Pet Policy is as follows:

1. Definitions.

"Animal" shall mean any living vertebrate or invertebrate, domestic or wild, not including man.

"Common Area" means the portion of the Land now or hereafter so designated as Common Area as defined in the Declaration that is not situated within a Lot and is owned by the Association which is described or designated or which shall subsequently be intended for or devoted to the common use enjoyment of all the Members of the Association, including any portions of the land within Mountain Lodge designated by the Declarant as Exclusive Common Area.

"Common Improvements" means any improvements initially made by Declarant within the Common Area together with such other improvements as may be made by the Association from time to time.

"Common Properties" means collectively, the Common Area and Common Improvements.

"Dog" shall mean any member of Canis familiaris or any combination of Canis familiaris and other canine species including both genders.

"Domestic animal" shall mean any animal which is not prohibited, and commonly kept as a pet at an owner's residence, including but not limited to domestic cats and dogs, domestic ferrets, rabbits, and other small nonvenomous animals that remain in the home at all times.

"Domestic cat" shall mean any member of Felis domesticus.

“Domestic dog” shall mean a member of *Canis familiaris* which is not a hybrid of *Canis familiaris* and another canine species.

“Owner of an animal” or “animal owner” shall mean any person owning or having care, custody, possession or control of an animal. Persons caring for an animal at the specific request of an owner are not included in the definition of owner but are required to keep the animal in compliance with this Pet Policy. Such term shall be synonymous, and used interchangeably, with “owner of a pet” or “pet owner.”

“Pet” shall mean any animal kept for pleasure or enjoyment, rather than utility or commercial purposes.

“Rabies vaccination” shall mean a protective inoculation by a licensed veterinarian with a rabies vaccine recognized and approved by the United States Department of Agriculture given in an amount sufficient to provide an immunity that satisfies the requirement of state law.

“Registered microchip” shall mean an identification chip implanted under the skin of an animal for the purpose of identifying its owner or keeper which has been registered with a microchip registration company with current ownership information to include the current animal owner’s or keeper’s name, address, and telephone number (if available), and the description of the animal.

“Restraint” shall mean a situation whereby an animal is secured by a tether, a leash or a lead, or is confined within an Owner’s Lot.

“Run at large” shall mean to be free of restraint while outside the boundaries of an Owner’s Lot.

“Unprovoked animal attack” means an offensive attack by an animal that excludes circumstances in which immediately prior to the attack, and while properly confined and restrained:

- (1) The animal was taunted, teased or abused or otherwise assaulted by a person(s) or another animal- this includes being hit, kicked or struck, pulled, pinched, stepped on, squeezed, or bit by a person or other animal with any object or body part.
- (2) While properly restrained, the animal was defending or protecting a person(s) or property from a person(s) or another animal trespassing or committing a crime on the premises or property occupied by the owner.
- (3) The animal was protecting itself or its offspring.

“Unrestrained” shall mean a situation where an animal is found to be without physical restraint provided in the form of a barrier such as a fence, tether or leash providing positive control of the animal and inhibiting the animal from getting off the owner’s property or away from physical control by the owner/keeper of an animal.

“Vaccination certificate” shall mean a document showing on its face that the animal described thereon has received a current inoculation of rabies vaccine in an amount sufficient to produce an immunity that satisfies the requirement of state law, inscribed with the date of the inoculation, the duration of immunity approved for that vaccine, the name and address of the animal's owner, all other information required by state law and signed by a licensed veterinarian.

“Wild animal” shall mean any nonhuman primate, raccoon, skunk, fox, wolf, leopard, panther, tiger, lion, lynx, bobcat, or other warm-blooded animals, or any poisonous or dangerous snake which can be found in the wild state.

2. Purpose. This Pet Policy is adopted to foster responsible pet ownership and to help ensure the health and safety of residents and guests and the use and enjoyment of the Properties and Lots by Owners within the Subdivision.

3. Applicability. This Pet Policy shall apply to all Owners, tenants, lessees, guests or invitees in connection with the ownership, care, and/or custody of one or more pets within the Subdivision and the use and enjoyment of the Common Properties of the Association, as applicable.

4. Owners’ and Residents’ Responsibilities.

- A. No animals, including pigs, hogs, swine, poultry, guinea fowl, chicken, reptiles, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic animal within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for on or within an Owner’s Lot or the Properties.
- B. Dogs, cats, and other domestic animals may be kept provided they are not kept, bred, or maintained for any commercial purposes.
- C. No animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration on any Lot, and no kennels or breeding operation will be allowed.
- D. No Owner may keep on such Owner’s Lot more than a total of four (4) cats and dogs, in any combination thereof. This limitation shall not apply to hamsters, small birds, fish or other constantly caged animals, nor shall it apply to require the removal of any litter born to a permitted pet prior to the time that the animals in such litter are three (3) months old.
- E. It is strongly recommended all dogs and cats be microchipped (i.e., have a registered microchip) and inoculated as required by Applicable Law and should maintain up-to-date rabies vaccinations. A pet owner shall provide vaccination certificate or records upon request from the Board of Directors or its Managing Agent. Such request shall be limited to specific circumstances that warrant the request by the Board of Directors (e.g. dog attack, bite or other incident that exposes a person or other animal to infection by an unvaccinated pet).
- F. Dogs must be kept on a leash or other restraint of sufficient strength to control the actions of said animal and held by an individual who can maintain control of the pet when not confined to the house or an enclosed area, such as a fenced backyard, on an Owner’s Lot.
- G. No dog may be unrestrained, allowed to run at large, or roam freely in the Subdivision. All domestic animals must be kept inside the home or within an enclosed area on a Lot which must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times or kept on a leash or other restraint as described above.

- H. Dogs are prohibited in the pool and pavilion areas.
  - I. An Owner's pet's waste on any visible portion of an Owner's Lot or another Owner's Lot, or the Association's Common Properties must be removed and appropriately disposed of by the pet Owner or caretaker. Owners shall not allow excessive amounts of pet waste to accumulate in front yards or enclosed areas on a Lot. The lack of removal of an Owner's pet's waste in the front yard of other Owners or Common Properties via video surveillance by a resident, property manager, or HOA Board Member will serve as proof of a violation of this Pet Policy.
  - J. No animal may endanger the health of other Owners, make an unreasonable amount of noise, or become a nuisance to other Owners within the Subdivision. The Board of Directors may, with notice as provided herein, request the removal of such animal. If the owner of such animal fails to honor such request, the animal may be removed at the direction of the Board of Directors. The cost and expense of such removal shall be the sole responsibility of the owner of the animal removed.
  - K. No animal shall be kept outside for extended periods of time without adequate shelter, water, and food. Any tethered animal must have food and water within reach.
  - L. Pet or animal owners are responsible for any damage to property or injury to another animal or person caused by their pet or animal. The Board of Directors may, at its discretion, require the owner remove the pet or animal from the property after two (2) separate instances of an unprovoked animal attack on another animal or person.
5. Violation of Policy and Penalties. A violation of this Pet Policy shall result in:
- A. Issuance of a warning letter to the Owner and an opportunity to cure the violation if the violation is curable.
  - B. If a violation is incurable or an Owner fails to cure a violation by the cure by date in the warning letter, the Association shall provide statutory notice of the violation in accordance with TEX. PROP. CODE § 209.006.
  - C. Failure to cure the violation as provided for in the statutory notice shall result in an initial fine of Fifty Dollars and No/100 (\$50.00) for each violation and a Fifty Dollars and No/100 (\$50.00) fine each day thereafter until the violation is cured and may result in a suspension of the Owner's right to use common areas. The imposition of fines will be in addition to and not exclusive of any other rights or remedies of the Association as created by the Governing Documents or by law.
  - D. Repeated violations of this Pet Policy, as determined by the Board of Directors or its Managing Agent, in its sole discretion, may result in pursuance of other rights, remedies, and penalties available to the Association for such violation. Any act of enforcement by the Association shall be in compliance with TEX. PROP. CODE § 209.006, as amended.



- E. Any Owner that violates this Pet Policy shall be liable to the Association for any and all expenses, including reasonable attorney's fees, for enforcement of this Pet Policy.
- F. If the Board determines, in its sole discretion, that a pet becomes a nuisance or a source of unreasonable annoyance to others or the owner of the pet fails or refuses to comply with these restrictions, the Owner, upon written notice, may be required to remove the pet from the Subdivision.

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

7. Notification. Any property Owner who witnesses or has knowledge of any violation of this Pet Policy should notify the Board of Directors or its Managing Agent as may be appointed for the Association from time to time and as published by recording the appointment of such manager in the Official Public Records of Bexar County, Texas.

8. Waiver. The failure of the Association to pursue enforcement of a violation of this Pet Policy shall not be considered a waiver for the purposes of future enforcement hereof.


9. Attorney's Fees. If the Association is compelled to retain an attorney to enforce this Pet Policy, attorney's fees shall be charged to the violating owner's account as permitted by the Declaration, to the extent permitted by the Texas Property Code.

CERTIFICATE OF OFFICER

The undersigned certifies that the foregoing Pet Policy was duly approved and adopted by the Board of Directors of 281 EAST HOMEOWNERS ASSOCIATION on the 17th day of May, 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 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 17th day of May, 2021.

**281 EAST HOMEOWNERS ASSOCIATION**

By:   
 Name: David D'Herne  
 Its: \_\_\_\_\_

**File Information**

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

**Document Number:** 20210139768  
**Recorded Date:** May 24, 2021  
**Recorded Time:** 10:04 AM  
**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: 5/24/2021 10:04 AM



*Lucy Adame-Clark*  
Lucy Adame-Clark  
Bexar County Clerk