

AFFIDAVIT IN COMPLIANCE WITH SECTION 202.006
OF THE TEXAS PROPERTY CODE

THE STATE OF TEXAS

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COUNTY OF BEXAR

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BEFORE ME, the undersigned authority, on this day personally appeared JOANNA PANTHER, who, being by me duly sworn according to law, stated the following under oath:

"My name is JOANNA PANTHER. I am fully competent to make this Affidavit. I have personal knowledge of the facts stated herein, and they are all true and correct.

Association Property Management, Inc. is the Managing Agent of 281 East Mountain Lodge Homeowners Association, Inc., also known as Mountain Lodge Homeowners Association (the "Association"). Association Property Management, Inc. 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:

*Resolution of the Board of Directors of
281 East Homeowners Association
Regarding Placement of Signage or Items in or on Common Areas*

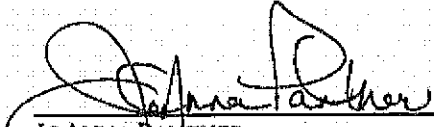
The document attached hereto is subject to being supplemented, amended or changed by the ASSOCIATION. Any questions regarding the dedicatory instruments of the Association may be directed to the ASSOCIATION at:

281 East Mountain Lodge Homeowners Association, Inc.
c/o Asset Property Management
8200 Perrin Beitel, Suite 128
San Antonio, Texas 78218
(210) 342-1181
(210) 349-4477

SIGNED on this the 24 day of February, 2015.

281 East Mountain Lodge Homeowners Association, Inc.,

By: ASSET PROPERTY MANAGEMENT, INC.

By: 
JOANNA PANTHER
Its: Vice President/Owner of Asset Property Management, Inc.

VERIFICATION

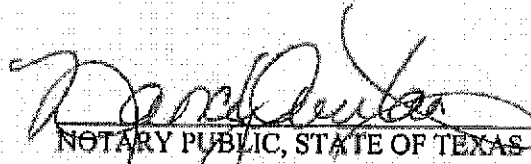
THE STATE OF TEXAS

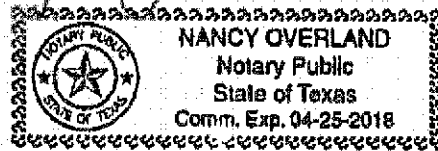
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COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personally appeared JOANNA PANTHER, Vice President/Owner of ASSET PROPERTY MANAGEMENT, INC., as Managing Agent of 281 East Mountain Lodge Homeowners Association, Inc., also known as Mountain Lodge Homeowners Association, who, after being duly sworn, acknowledged and stated under oath that she has read the above and foregoing Affidavit and that every factual statement contained therein is within her personal knowledge and is true and correct.

I ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the 24th day of February, 2015.


NOTARY PUBLIC, STATE OF TEXAS



AFTER RECORDING, RETURN TO:
MICHAEL B. THURMAN
THURMAN & PHILLIPS, P.C.
8000 I.H. 10 West, Suite 1000
San Antonio, Texas 78230

**RESOLUTION OF THE BOARD OF DIRECTORS OF
281 EAST HOMEOWNERS ASSOCIATION
REGARDING PLACEMENT OF SIGNAGE OR ITEMS IN OR ON COMMON AREAS**

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR

WHEREAS, the Mountain Lodge subdivision is a residential real property development located in Bexar County, Texas (hereinafter called the "Subdivision"); and,

WHEREAS, the Subdivision is subject to certain restrictive covenants contained in the Master Declaration of Covenants, Conditions and Restrictions for 281 East Land, executed on November 5, 1999, recorded in Volume 8202, Page 0524, Official Public Records of Real Property of Bexar County, Texas (hereinafter the "Declaration"); and,

WHEREAS, pursuant to the Declaration, the Subdivision is subject to a mandatory property owners' association named 281 East Homeowners Association (hereinafter the "Association"); and,

WHEREAS, the management of the affairs of the Association is vested in the Board of Directors of the Association (hereinafter the "Board of Directors"), pursuant to the Bylaws of the Association; and,

WHEREAS, the Association is the owner of the private streets and access gate systems thereon, greenbelts, two recreation centers and other tracts of land within the Subdivision (hereinafter collectively called "Common Area"); and,

WHEREAS, Article IV, Section 4.2(a) of the Declaration authorizes the Association to adopt, amend, enforce and revoke rules and regulations governing the use, operation and maintenance of the Common Area, including, without limitation, the authority to assess fines against Owners violating such rules and regulations; and,

WHEREAS, the Amendment to Master Declaration of Covenants, Conditions and Restrictions for 281 East Land, San Antonio, Texas, executed on May 19, 2004, recorded in Volume 10774, Page 1422, et seq., Official Public Records of Real Property of Bexar County, Texas, authorizes the Board of Directors to, upon compliance with any applicable legal requirements imposed by Texas law, including, without limitation, Section 209, Texas Property Code (also known as the Texas Residential Property Owners Protection Act), upon the satisfaction of all conditions precedent, impose monetary fines on all Persons having been found by the Board of Directors to have violated the Declaration, which monetary fines shall not exceed \$200.00 per day per violation; and

WHEREAS, the Board of Directors has concluded that action is required of the Board of Directors to protect and preserve the property values in the Subdivision, as well as maintain the aesthetics of the Association's Common Area;

NOW, THEREFORE, the Board of Directors of the Association does hereby adopt the following Resolution, to-wit:

1. The placement of any banner, flyer, poster, or signage of any kind, including the placement of any item(s), in or on the Common Area of the Association is prohibited.
2. The Association may remove and dispose of anything placed, left in or affixed to the Association's Common Area.
3. Any violation of this Resolution, whether by the Owner or the Owner's Tenant(s), shall subject the Owner to the imposition of fines by the Board of Directors, in compliance with the Covenant Enforcement and Fining Policy adopted by the Board of Directors.
4. Provisions contrary to the terms of this Resolution can be considered by the Board after an Owner submits a detailed written request to the Board via its Registered Managing Agent. The Board's non-response to any such request does not constitute approval of the Owner's request.

Thus adopted by the Board of Directors at a duly-called meeting, as certified by the signatures below of the President and Secretary of the Association.

Signed this 16 day of February, 2015

281 EAST HOMEOWNERS ASSOCIATION,
A Texas Non-Profit Corporation

By: _____

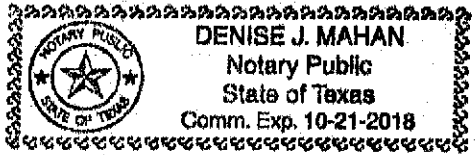
Jimmy Chapman, President

By: _____

Stacy Shults, Secretary

STATE OF TEXAS §
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COUNTY OF BEXAR §

I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by Jimmy Chapman, President of 281 East Homeowners Association, on the date of execution set forth above.

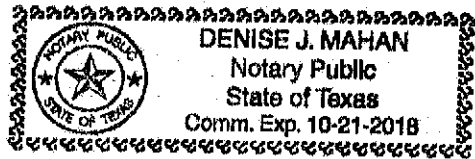


Denise J. Mahan

Notary Public, State of Texas

STATE OF TEXAS §
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COUNTY OF BEXAR §

I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by Stacy Shults, Secretary of 281 East Homeowners Association, on the date of execution set forth above.



Denise J. Mahan

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
281 East Homeowners Association
c/o Asset Property Management, Inc.
8200 Perrin Beitel, Suite 128
San Antonio, Texas 78218

Doc# 20150035319
Pages 7
03/03/2015 8:59AM
e-Filed & e-Recorded in the
Official Public Records of
BEXAR COUNTY
GERARD C. RICKHOFF
COUNTY CLERK
Fees \$46.00

STATE OF TEXAS
COUNTY OF BEXAR
This is to Certify that this document
was e-FILED and e-RECORDED in the Official
Public Records of Bexar County, Texas
on this date and time stamped thereon.
03/03/2015 8:59AM
COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard C. Rickhoff