AFFIDAVIT IN COMPLIANCE WITH TEX. PROP. CODE § 202.006

THE STATE OF TEXAS §

COUNTY OF BEXAR §

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

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

RealManage is the Managing Agent of Pond Hill Garden Villas Homeowners Association, Inc. (the "Association"). RealManage 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 subject to:

(a) Pond Hill Garden Villas Declaration of Covenants, Conditions, Easements and Restrictions, recorded in Volume 18814, Page 2284 of the Official Public Records of Bexar County, Texas; and all amendments, annexations and supplements thereto (collectively, the "Declaration"); and

(b) Bylaws of Pond Hill Garden Villas Homeowners Association, Inc., filed for record as Document No. 20190252497, Official Public Records of Bexar County, Texas.

Attached hereto are the originals of, or true and correct copies of, the following dedicatory instruments, including known amendments or supplements thereto, governing the Association, which instruments have not previously been recorded:

Pond Hill Garden Villas Homeowners Association, Inc.
Resolution Adopting Policies:
Collection and Payment Plan Policy,
Religious Display Policy, and Security Measures 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:

Pond Hill Garden Villas Homeowners Association, Inc.
P.O. Box 803555
Dallas, TX 75380
1-866-473-2573 Phone
PONHILLG@CiraMail.com

Executed on this 29th day of December, 2021.

POND HILL GARDEN VILLAS HOMEOWNERS ASSOCIATION, INC.

By: REALMANAGE

By: _____
CAROLYN THACKER, Director of Community Association Management – San Antonio
RealManage, Managing Agent

STATE OF TEXAS §
§
COUNTY OF BEXAR §

BEFORE ME, the undersigned notary public, on this 29th day of December, 2021, personally appeared CAROLYN THACKER, Director of Community Association Management – San Antonio of RealManage, the Managing Agent for POND HILL GARDEN VILLAS HOMEOWNERS ASSOCIATION, INC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.

_____
Notary Public, State of Texas

JEANNINE ZAWYRUCHA
Notary Public, State of Texas
Comm. Expires 03-01-2025
Notary ID 126819905

AFTER RECORDING, RETURN TO:
Michael B. Thurman
THURMAN & PHILLIPS, P.C.
4093 De Zavala Road
Shavano Park, Texas 78249
Phone: (210) 341-2020

POND HILL GARDEN VILLAS HOMEOWNERS ASSOCIATION, INC.
RESOLUTION ADOPTING POLICIES

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF BEXAR §

WHEREAS, the Board of Directors of Pond Hill Garden Villas Homeowners Association, Inc. ("Association") is the established governing body of the property known as Pond Hill Garden Villas Subdivision ("Pond Hill Garden Villas"), subject to the Pond Hill Garden Villas Declaration of Covenants, Conditions, Easements and Restrictions, recorded in Volume 18814, Page 2284 of 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 Pond Hill Garden Villas, 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 revise or adopt the policies attached hereto as Exhibit "1".

THEREFORE, BE IT RESOLVED:

The Collection and Payment Plan Policy, Religious Display Policy, and Security Measures Policy, in the form attached hereto as Exhibit "1", by a unanimous vote of the Board of Directors, were approved as to form and content and adopted for use by the Association.

This Resolution Adopting Policies is adopted this 13th day of December, 2021, by the Board of Directors of the Association and shall be effective when filed for record in the Official Public Records of Bexar County, Texas.

POND HILL GARDEN VILLAS HOMEOWNERS ASSOCIATION, INC.

By: _____
Name: Barbara Kanute
Title: President
Member of the Board of Directors

EXHIBIT "1"

POND HILL GARDEN VILLAS HOMEOWNERS ASSOCIATION, INC.
COLLECTION AND PAYMENT PLAN POLICY

This Collection and Payment Plan Policy ("Collection Policy") of Pond Hill Garden Villas Homeowners Association, Inc. (the "Association") was duly adopted on the 13th day of December, 2021, setting forth certain policies of the Association in connection with the management of the Association and the properties known as Pond Hill Garden Villas Subdivision ("Pond Hill Garden Villas"), subject to the Pond Hill Garden Villas Declaration of Covenants, Conditions, Easements and Restrictions, recorded in Volume 18814, Page 2284 of 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").

This Collection Policy is adopted under the requirements of the TEX. PROP. CODE § 209.0062 for the adoption of an alternative payment schedule by which an Owner may make partial payments to the Association for assessments or any other amount owed to the Association without accruing additional monetary penalties. Any previously adopted collection or payment policies are of no further force or effect.

The adoption of this Collection 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 Collection Policy shall become effective as of the date the Collection Policy is filed in the Official Public Records of Bexar County, Texas.

Capitalized terms contained herein shall have the definitions as set forth in the Declaration.

1. Due Date of Assessments

A. Annual Assessments: Annual Assessments shall be due and payable as of January 1st of each year and shall be collected quarterly in advance on the first (1st) day of January, April, July, and October ("Due Date") of each year until amended by the Board of Directors. If payment is not received within thirty (30) days of the Due Date, a delinquent account shall commence, accruing interest, fees, and costs, as described herein.

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

C. Pond Hill Road Assessments: Pond Hill Road Assessments shall be billed pursuant to the terms adopted by the Board of Directors in accordance with the Declaration.

D. Basin No. 2 Assessments: Basin No. 2 Assessments shall be billed pursuant to the terms adopted by the Board of Directors in accordance with the Declaration.

E. Yard Maintenance Assessments: Yard Maintenance Assessments shall be billed pursuant to the terms adopted by the Board of Directors in accordance with the Declaration.

F. Fines and Damages Assessments: Fines and Damages Assessments shall be billed pursuant to the terms adopted by the Board of Directors in accordance with the Declaration.

G. Working Capital Assessments: Working Capital Assessments shall be billed pursuant to the terms adopted by the Board of Directors in accordance with the Declaration.

H. Other Assessments and Charges: Other Assessments, Charges, and fees, if applicable, shall be due and payable per the due date contained in the invoice from the Association to the Owner.

I. Receipt of Billing: It is the duty and obligation of each Owner to notify the Association by the 15th of the month in which the Assessment is due if no bill is received. It shall be no defense to the Owner's obligation to pay any amount due because of the Owner not receiving a bill.

2. Account Fees

A. Interest and Fees: For any account balance not paid in full within thirty (30) days of the specified Due Date, beginning on the date following the Due Date, the account shall become delinquent (i.e., a "Delinquent Account"). A Delinquent Account, including all late fees (if applicable), administrative costs, collection costs, penalties, and expenses, including reasonable attorney's fees, shall bear interest monthly at a rate of eighteen percent (18%) per annum or the maximum rate of interest allowed by law, whichever is less.

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

C. Return Payment Fee: If an Owner's payment is returned and/or dishonored for any reason, the Owner will be charged the lesser of $30.00 or the maximum amount allowed by law per occurrence for the dishonored payment.

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

E. Administrative Fees: If the delinquent Owner requests a Payment Plan, in addition to the monthly Assessment payment required, the delinquent Owner shall be charged an amount equal to any administrative fee by the Association and/or Association's management company, if applicable, or attorney.

3. Assessment Lien. All Assessments, interest, charges, late fees (if applicable), 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 an Owner shall be a charge on an Owner's Property and secured by a continuing lien as per the Governing Documents, subject to applicable limitations imposed by the TEX. PROP. CODE Chapter 209.

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

5. Third-Party Collection Costs. An Owner who has a Delinquent Account shall be held liable for fees of a collection agent retained by the Association provided the Association complies with TEX.

PROP. CODE § 209.0064, as amended, and provides written notice to the Owner by certified mail, return receipt requested, at the Owner'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 Owner has to avoid having the account turned over to a collection agent, including information regarding availability of a payment plan through the Association;

C. Provides a period of at least forty-five (45) days for the Owner to cure the delinquency before further collection action is taken; and

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

6. Priority of Payments.

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

(i) Any delinquent Assessment;

(ii) Any current Assessment;

(iii) Any reasonable attorney's fees or reasonable third-party collection costs incurred by the Association associated solely with the Assessments or any other charge that could provide the basis for foreclosure;

(iv) Any reasonable attorney's fees incurred by the Association that are not subject to 6(A)(iii);

(v) Any reasonable fines assessed by the Association; and

(vi) Any other reasonable amount owed to the Association.

B. If, at the time the Association receives a payment from an Owner, the Owner 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 6(A) above.

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

A. Past Due Notice. In the event any Assessment payment balance remains unpaid thirty (30) days from the Due Date, the account will be considered delinquent and a Past Due Notice may be sent via regular mail to each Owner with a Delinquent Account setting forth all Assessment(s), interest and other amounts due. The Past Due Notice will contain a statement that the full unpaid Assessment is due and that the Owner is entitled to a Payment Plan as required by the TEX. PROP. CODE § 209.0062. In the event any Owner is unable to pay the Assessment payment when due, as specified in the Assessment billing, an Owner may enter into a Payment Plan as required by TEX. PROP. CODE § 209.0062 if eligible as per the Payment Guidelines contained

herein. In the event an Owner chooses to enter a Payment Plan with the Association prior to turning the file over to a third-party collection firm, a charge of Ten and No/100 Dollars ($10.00) per month will be added to each delinquent Owner's account balance for administrative costs related to the Payment Plan, and such additional administrative costs will continue until the entire balance is paid in full. In the event the file has been turned over to a third-party collection firm, the administrative fee will be equivalent to the fee charged to the Association by the third-party collection firm.

B. Statutory Notice. If, after a Past Due Notice has been sent, the delinquent Assessment amount due (i.e., not to include unbilled Assessments) is not paid in full, the Owner has not entered into a Payment Plan within sixty (60) days of the Due Date, or there is a default on the Payment Plan, a Statutory Notice required by TEX. PROP. CODE § 209.0064 or, alternatively, if the Association intends to suspend the Owner's privileges, a Statutory Notice compliant with TEX. PROP. CODE § 209.006, shall be sent via certified mail, return receipt requested, to each delinquent Owner. 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, including interest and other amounts due;

(ii) Payment Plan: Advise the Owner, if eligible, to enter into a payment plan and options available to the Owner;

(iii) Period to Cure: Advise the Owner has at least forty-five (45) days to cure the delinquency before further collection action is taken;

(iv) Hearing: If the Board of Directors elects to suspend an Owner's rights or privileges, prior to doing so, Owners shall be given notice and opportunity for a hearing before the Board of Directors. If the Board of Directors intends to only pursue the collection of the Delinquent Account, the Owner is not entitled to a hearing. If applicable, a hearing shall be granted if a written request for a hearing is received by the Association not more than thirty (30) days of the date of the Statutory Notice sent to Owner;

If a hearing is requested within thirty (30) days of the date of the Statutory Notice, further collection procedures are suspended until the hearing process is completed. The Board of Directors shall set a hearing date not later than thirty (30) days after receipt of Owner's request for a hearing. Either party may request a postponement, which shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of both parties. Further collection steps will be determined by the action of the Board of Directors.

Not later than ten (10) days before the Association holds a hearing under TEX. PROP. CODE § 209.007, the Association shall provide to an Owner a packet containing all documents, photographs, and communications relating to the matter the Association intends to introduce at the hearing. If the Association does not provide a packet within the period described, an Owner is entitled to an automatic fifteen (15) day postponement of the hearing. During the hearing, a member of the Board of Directors or the Association's designated representative shall first present the

Association's case against the Owner. An Owner or the Owner's designated representative is entitled to present the Owner's information and issues relevant to the appeal or dispute.

(v) 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 Owner's account.

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 Owner for a monetary 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 TEX. PROP. CODE § 209.0092 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 an Owner, 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, an Owner shall be permitted to make payments to the Association for delinquent 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 Owner 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 Owner in writing and in a form provided by the Association.

D. So long as the Owner 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 Owners and the Association or its designated representative; and

(ii) the first payment delivered in accordance with the Payment Plan.

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

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

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

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 POND HILL GARDEN VILLAS HOMEOWNERS ASSOCIATION, INC., on the 13th day of December, 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 Collection and Payment Plan Policy constitutes a dedicatory instrument under TEX. PROP. CODE § 202.006 which applies to the operation of Pond Hill Garden Villas, a subdivision located in Bexar County, Texas, as hereinabove described.

Signed this 20th day of December, 2021.

POND HILL GARDEN VILLAS HOMEOWNERS ASSOCIATION, INC.

By: _____
Name: Barbara Kanute
Title: President

POND HILL GARDEN VILLAS HOMEOWNERS ASSOCIATION, INC.
RELIGIOUS DISPLAY POLICY

This Religious Display Policy of Pond Hill Garden Villas Homeowners Association, Inc. (the "Association") was duly adopted on the 13th day of December, 2021, setting forth certain policies of the Association in connection with the management of the Association and the properties known as Pond Hill Garden Villas Subdivision ("Pond Hill Garden Villas"), subject to the Pond Hill Garden Villas Declaration of Covenants, Conditions, Easements and Restrictions, recorded in Volume 18814, Page 2284 of 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").

This Religious Display Policy is adopted under the requirements of the TEX. PROP. CODE § 202.018 for the adoption of a policy regulating the display of religious items at an Owner's or resident's property or dwelling by establishing statutory permitted rules, regulations and restrictions. Any previously adopted policies regulating the display of religious items are of no further force or effect.

The adoption of this Religious Display 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 Religious Display Policy shall become effective as of the date the Religious Display Policy is filed in the Official Public Records of Bexar County, Texas.

Capitalized terms contained herein shall have the definitions as set forth in the Declaration, as applicable.

1. General. An Owner or resident may, in accordance with the restrictions herein and with prior approval from the Association confirming compliance herewith, display or affix on the Owner's or resident's property or dwelling one or more religious items for which such display is motivated by the Owner's or resident's sincere religious belief ("Religious Displays").

2. Restrictions.

A. Religious Displays may not:

i. threaten public health or safety;

ii. violate any law other than a law prohibiting the display of religious speech; or

iii. contain language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content.

B. Religious Displays may not be displayed or affixed:

i. on property owned or maintained by the Association;

ii. on property owned in common by members of the Association, such as a fence between adjacent properties owned by both property Owners, unless otherwise approved in writing by the common, non-displaying Owner;

iii. in a location or way that violates an applicable building line, right-of-way,

setback, or easement; or

iv. on a traffic control device, streetlamp, street sign or pole, fire hydrant, or utility sign, pole or fixture.

C. Religious Displays, including any lighting associated with such display, shall be confined to the Owner's or resident's property and shall not be a nuisance to other Association members. For any Religious Display which violates any applicable nuisance provision in the Governing Documents or law, the Owner or resident shall remove or modify the Religious Display to comply with such provision or law.

D. Any audio associated with or accompanying a Religious Display is prohibited.

E. Religious Displays should be maintained in a good condition at all times and in the same manner as is required for other improvements according to the Governing Documents.

3. Temporary Religious Displays. This Religious Display Policy shall apply to temporary Religious Displays or "decorations" (as commonly referred to as, or determined by, an ordinary person) associated with dates of religious significance. Such temporary Religious Displays or "decorations" shall also abide by applicable rules or regulations governing holiday displays or decorations, if any, so long as said rule or regulation does not prohibit a property Owner or resident from displaying or affixing on the Owner's or resident's property or dwelling one or more religious items the display of which is motivated by the Owner's or resident's sincere religious belief and does not violate the rules, regulations, and restrictions contained herein to the extent permitted by TEX. PROP. CODE § 202.018.

4. Removal of Religious Displays. Religious Displays placed on property owned by the Association including, but not limited to, common areas or on public property or affixed on a traffic control device, streetlamp, street sign or pole, fire hydrant, or utility sign, pole or fixture are declared to be abandoned trash at the time of placement and shall, unless prohibited by law, be removed and discarded by the Association without any liability or responsibility to the Owner. The Association, in its sole discretion, may retain the Religious Display for not less than fourteen (14) calendar days from the date the Religious Display is collected for retrieval by the Owner. Should the Owner not retrieve the Religious Display within the specified time period, the Religious Display shall be discarded.

5. Approval Required. Approval by the Association's Architectural Review Authority, as defined by TEX. PROP. CODE § 209.00505, shall be required for Religious Displays to ensure the Religious Display is not in violation of any of the restrictions contained herein.

[Signature page follows]

CERTIFICATE OF OFFICER

The undersigned certifies that the foregoing Religious Display Policy was duly approved and adopted by the Board of Directors of POND HILL GARDEN VILLAS HOMEOWNERS ASSOCIATION, INC., on the 13th day of December, 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 Religious Display Policy constitutes a dedicatory instrument under TEX. PROP. CODE § 202.006 which applies to the operation of Pond Hill Garden Villas, a subdivision located in Bexar County, Texas, as hereinabove described.

Signed this 20th day of December, 2021.

POND HILL GARDEN VILLAS HOMEOWNERS ASSOCIATION, INC.

By: _____
Name: Barbara Kanute
Title: President

POND HILL GARDEN VILLAS HOMEOWNERS ASSOCIATION, INC.
SECURITY MEASURES POLICY

This Security Measures Policy of Pond Hill Garden Villas Homeowners Association, Inc. (the "Association") was duly adopted on the 13th day of December, 2021, setting forth certain policies of the Association in connection with the management of the Association and the properties known as Pond Hill Garden Villas Subdivision ("Pond Hill Garden Villas"), subject to the Pond Hill Garden Villas Declaration of Covenants, Conditions, Easements and Restrictions, recorded in Volume 18814, Page 2284 of 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").

This Security Measures Policy is adopted under the requirements of the TEX. PROP. CODE § 202.023 governing the regulation of security measures by an Association. Any previously adopted policies regulating security measures or devices are of no further force or effect.

The adoption of this Security Measures 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 Security Measures Policy shall become effective as of the date the Security Measures Policy is filed in the Official Public Records of Bexar County, Texas.

Capitalized terms contained herein shall have the definitions as set forth in the Declaration, as applicable.

1. General. An Owner may, in accordance with the restrictions herein, build or install security measures on their private property. "Security Measure" as that term is used herein may include, but is not limited to: security cameras and associated signal transmission and recording equipment; motion detectors and associated devices (e.g., lights or cameras); and perimeter fences.

2. Restrictions.

A. Security cameras may be installed only on the Owner's private property. Cameras may be directed toward and record any portion of the Owner's private property and adjacent public areas such as a street, sidewalk, or greenbelt. Cameras may not be directed toward or record the private property of a neighboring or adjacent Lot Owner.

B. Motion detectors may be installed only on the Owner's private property to detect motion on the Owner's private property or adjacent public areas such as a street, sidewalk, or greenbelt. Motion detectors shall not be positioned to detect motion on the private property of a neighboring or adjacent Lot Owner.

C. Accessory devices such as lights, alarms, or other sound generating devices connected to a motion detector shall not be a nuisance to other Association member(s). Any light or sound activated by a motion detector shall be confined to the Owner's property (e.g., no light shall be directed at a window of a neighboring residence) and shall not be of a brightness, volume, or intensity that may be deemed a nuisance by a reasonable person with normal sensitivities and shall turn off after a reasonable amount of time. A motion detector must not be used to activate any device which could cause physical harm to persons or animals.

D. Perimeter fences may be installed on an Owner's property. "Perimeter fence" means any fence, wall or similar barrier located on, along, parallel to and/or near the perimeter boundaries of the property, notwithstanding any applicable improvement setback. Any such perimeter fence must comply with the requirements pertaining to the type of fencing as may be established by the Association's Architectural Review Authority ("ARA"), as defined by TEX. PROP. CODE § 209.00505. For the purposes herein, the type of front fencing permitted to be constructed or installed on a Lot is as follows:

i. Front Fence (i.e., fence along, parallel to, or closest to, the front property line) and any Side Fence (i.e., fence along, parallel to, or closest to, a side property line) forward of the front plane of the residence closest to the front property line shall not exceed three (3') in height and must be constructed of wrought iron with black powder coating or black epoxy paint (as depicted on Exhibit "A"). No screening materials, including but not limited to, netting, mesh or windscreens, shall be permitted.

ii. All other perimeter fencing shall comply with the fencing requirements contained in the Declaration.

E. Any perimeter fence that crosses over a drainage easement, ditch, culvert or natural drainage area must be:

i. constructed such that it does not significantly interfere with the flow of water or drainage; and

ii. compliant with all federal, state, county, and city regulations.

F. Lighting may be used as a Security Measure. Any such lighting shall be confined to the Owner's property and minimize spillover to adjacent properties, public areas and common areas. Spillover may be minimized with placement, screening and shielding on the fixture. All exterior lighting must be of a type and design permitted by the Association's Governing Documents.

G. Any Security Measure built or installed on a property Owner's Lot must comply with all applicable federal and state laws and local ordinances.

3. Approval Required. All new or modified Security Measures must be submitted to, and approved by, the Association's ARA prior to the commencement of construction or the installation of any Security Measure.

[Execution on following page]

CERTIFICATE OF OFFICER

The undersigned certifies that the foregoing Security Measures Policy was duly approved and adopted by the Board of Directors of POND HILL GARDEN VILLAS HOMEOWNERS ASSOCIATION, INC., on the 13th day of December, 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 Security Measures Policy constitutes a dedicatory instrument under TEX. PROP. CODE § 202.006 which applies to the operation of Pond Hill Garden Villas, a subdivision located in Bexar County, Texas, as hereinabove described.

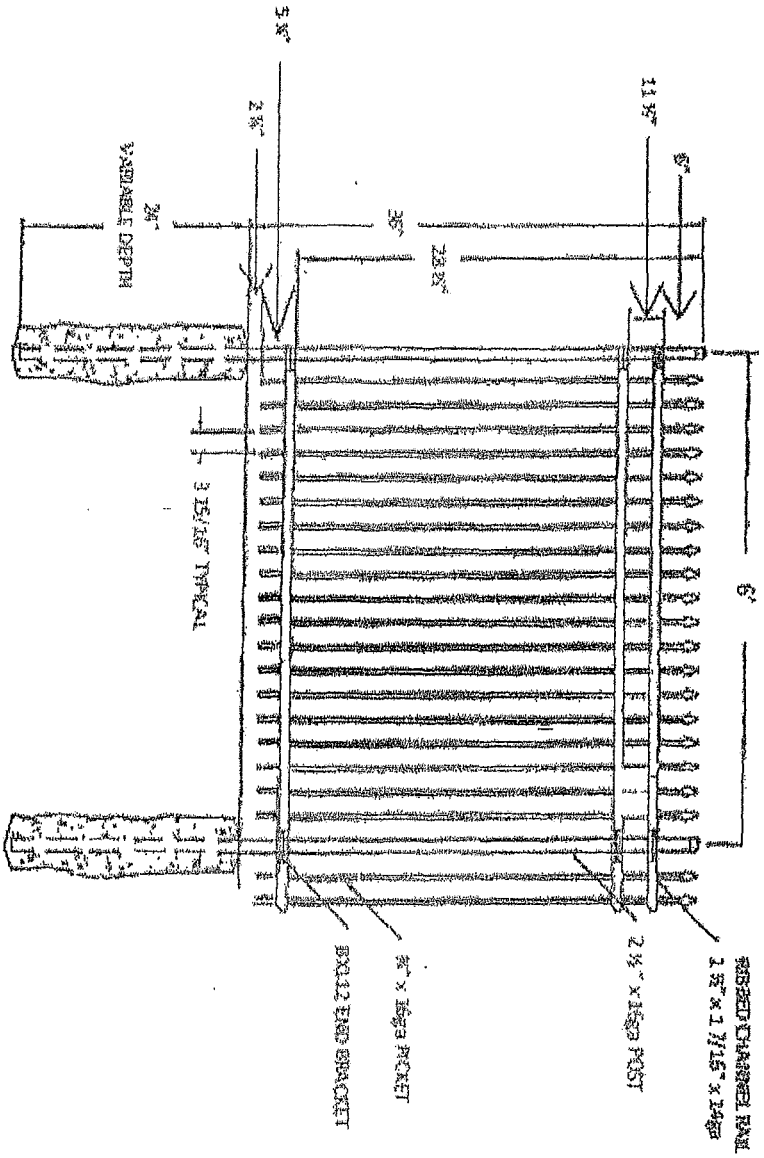
Signed this 20th day of December, 2021.

POND HILL GARDEN VILLAS HOMEOWNERS ASSOCIATION, INC.

By: _____
Name: Barbara Kanuto
Title: President

EXHIBIT "A"

WROUGHT IRON FENCE DETAIL



NOT TO SCALE

File Information

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

Document Number:	20210360501
Recorded Date:	December 29, 2021
Recorded Time:	3:24 PM
Total Pages:	17
Total Fees:	$86.00

**** 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: 12/29/2021 3:24 PM

Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk