

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 DAVID DIHARCE, who, being by me duly sworn according to law, stated the following under oath:

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

I am the President of 281 East Homeowners Association (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").

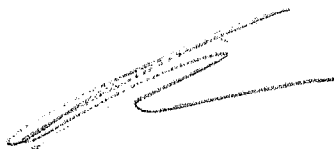
Attached hereto is the original of, or true and correct copy of, the following dedicatory instrument(s), including known amendments or supplements thereto, governing the Association, which instruments have not previously been recorded:

*281 East Homeowners Association
Resolution Adopting Open Board Meetings Policy
and Confidentiality Policy
Conflict of Interest 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 21 day of October, 2019.



DAVID DIHARCE, President
281 East Homeowners Association

VERIFICATION

THE STATE OF TEXAS

§
§
§

COUNTY OF BEXAR

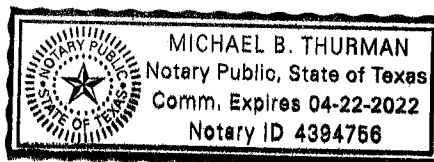
BEFORE ME, the undersigned authority, on this day personally appeared DAVID DIHARCE, President of 281 East Homeowners Association, who, after being duly sworn, acknowledged and stated under oath that he has read the above and foregoing Affidavit and that every factual statement contained therein is within his personal knowledge and is true and correct.

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the 21 day of October, 2019.



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 OPEN BOARD MEETING POLICY,
CONFLICT OF INTEREST POLICY AND CONFIDENTIALITY POLICY**

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

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 policies in connection with open board meetings and to permit members to address the Board regarding issues relevant to the Association or Mountain Lodge Subdivision, a conflict of interest policy and a confidentiality policy.

THEREFORE, BE IT RESOLVED:

The Open Board Meeting Policy, attached hereto as Exhibit “A”; and the Confidentiality Policy, attached hereto as Exhibit “B”, by a unanimous vote of the Board of Directors, were approved and adopted. The Policies shall become effective when filed in the Official Public Records of Bexar County, Texas.

This Resolution Adopting an Open Board Meeting Policy, a Conflict of Interest Policy, and a Confidentiality Policy was adopted on the 17th day of September, 2019.

281 EAST HOMEOWNERS ASSOCIATION

By: 
DAVID DIHARCE, President

281 EAST HOMEOWNERS ASSOCIATION

POLICY FOR OPEN BOARD MEETINGS

This Open Board Meeting Policy ("Policy") setting forth the policy of the 281 East Homeowners Association, also known as Mountain Lodge Homeowners Association (the "Association") in connection with open board meetings and permitting members to address the Board of Directors ("Board") was duly adopted by the Board on the 17th day of September, 2019.

This Policy is adopted under the requirements of TEX. PROP. CODE § 209.0051 for the adoption of a policy establishing rules for open meetings and to permit members to address the Board regarding issues relevant to the Association or the subdivision known and identified herein as "Mountain Lodge".

The Policy for Open Board Meetings and for members to address the Board is as follows:

1. Regular and special Board meetings shall be open to members, subject to the right of the Board to adjourn a Board meeting and reconvene in closed executive session to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the Association's attorney, matters involving the invasion of privacy of individual owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Audio or video recording or live streaming of the meeting is prohibited without consent of a majority of the Board.

2. Following an executive session, any decision made in the executive session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive sessions. The discussions in executive session are confidential and are not to be communicated to any party that is not a Board member unless compelled to disclose the discussions pursuant to an order of a court of competent jurisdiction.

3. Except for a meeting held by electronic or telephonic means as permitted by THE TEX. PROP. CODE § 209.0051(h), a Board meeting must be held in Bexar County, Texas.

4. The Board shall keep a record of each regular or special Board meeting in the form of written minutes of the meeting. The Board shall make meeting records, including approved minutes, available to a member for inspection and copying on the member's written request to the Association in accordance with the Association's Records Production Policy.

5. All members of the Association shall receive notice of the date, hour, place and general subject of a regular or special Board meeting, including a general description of any matter to be brought up for deliberation in executive session. Notice to members shall be:

- (1) mailed to each member not later than the 10th day or earlier than the 60th day before the date of the meeting; or
- (2) provided at least 72 hours before the start of the meeting by:

EXHIBIT "A"

- (A) posting the notice in a conspicuous manner reasonably designed to provide notice to Association members:
 - (i) in a place located on the Association's common property or, with the property owner's consent, on other conspicuously located privately owned property within the subdivision; or
 - (ii) on any Internet website maintained by the Association or other Internet media; and
- (B) sending the notice by email to each member who has registered an email address with the Association. It is a member's duty to keep an updated email address registered with the Association.

6. If the Board recesses a regular or special Board meeting to continue the following regular business day, the Board is not required to post notice of the continued meeting if the recess is taken in good faith. If a regular or special Board meeting is continued to the following regular business day, and on that following day the Board shall give notice of the continuation in at least one manner prescribed by Section 5 above within two (2) hours after adjourning the meeting being continued.

7. The Board may meet by any method of communication, including electronic and telephonic, provided (i) each board member may hear and be heard by every other board member; (ii) except for any portion of the meeting conducted in executive session, all owners in attendance at the meeting may hear all board members; and (iii) owners are allowed to listen using any electronic or telephonic communication method used or expected to be used by a board member to participate; and the notice of the meeting includes instruction for owners to access any communication method required to be accessible as stated herein. The use of electronic and telephonic methods of communication for Board meetings shall require approval of a majority of the Board or otherwise, is prohibited. Except as stated below, a board may take action without prior notice to owners under Section 5 above, if each director is given a reasonable opportunity to express the Director's opinion to all other board members and to vote. Any action taken without notice to members under Section 5 above must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting. The Board may not, without prior notice to the members, consider or vote on:

- (1) fines;
- (2) damage assessments;
- (3) initiation of foreclosure actions;
- (4) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
- (5) increases in assessments;
- (6) levying of special assessments;
- (7) appeals from a denial of architectural control approval;

- (8) a suspension of a right of a particular member before the member has the opportunity to attend a Board meeting to present the member's position, including any defense, on the issue.
- (9) lending or borrowing money;
- (10) the adoption or amendment of a dedicatory instrument;
- (11) the approval of an annual budget or the approval of an amendment of an annual budget that increases the annual budget more than ten percent (10%);
- (12) the sale or purchase of real property;
- (13) the filling of a vacancy on the board;
- (14) the construction of capital improvement other than the repair, replacement or enhancement of existing capital improvements; or
- (15) the election of an officer.

8. At any regularly scheduled meeting and at the discretion of the Board, at any special called meeting, members may address the Board regarding issues relevant to the Association. To address the Board, the member shall comply with the following:

- (1) Members shall register to address the Board prior to the meeting being called to order. Registration shall include name, address and identification of topic.
- (2) Members should not address the Board in the open meeting regarding violations, delinquent accounts or other topics that are confidential in nature.
- (3) The member shall be limited to three (3) minutes for presentation of the topic unless the Board, at its sole discretion, grants an extension of time to the member. Another scheduled speaker may not yield his or her allotted time to another scheduled speaker without approval of the Board.
- (4) The Board, at its sole discretion, may terminate any presentation if the Board should so determine that the topic is irrelevant to the affairs of the Association.
- (5) The Board, at its sole discretion, may elect to reschedule any member presentations to a subsequent regular or special meeting of the Board.
- (6) No member shall otherwise speak at any meeting unless recognized by the President.
- (7) Members shall refrain from obscenity, vulgarity, or any breach of respect. Improper or disrespectful conduct shall result in the immediate expiration of the member's allotted time and may result in the member's expulsion from the meeting.
- (8) The Board may address a member's comments at the meeting or may defer its response, if any, to future meeting of the Board.

6. This Policy is effective upon recordation in the Public Records of Bexar County, Texas and supersedes any prior policy governing Board meetings. Except as affected by TEX. PROP. CODE § 209.0051, all other provisions contained in the Association's Governing Documents or dedicatory instruments shall remain in full force and effect.

CERTIFICATE OF OFFICER

I hereby certify as President of the 281 East Homeowners Association, that the foregoing Policy for Open Board Meetings was approved at a regularly scheduled meeting of the Board of Directors on the 17th day of September, 2019, in which a quorum was present. I further certify as President of the 281 East Homeowners Association, that pursuant to TEX. PROP. CODE § 202.006, the foregoing Policy for Open Board Meetings is a dedicatory instrument that applies to the operation of Mountain Lodge, a subdivision located in Bexar County, Texas.

281 EAST HOMEOWNERS ASSOCIATION

By:



DAVID DIHARCE, President

281 EAST HOMEOWNERS ASSOCIATION

CONFIDENTIALITY POLICY

This Confidentiality Policy ("Policy") setting forth the policy of the 281 East Homeowners Association, also known as the Mountain Lodge Homeowners Association (the "Association") in connection with standard of conduct of Members of the 281 East Board of Directors ("Board"), was duly adopted by the Board on the 17th day of September, 2019.

**ARTICLE I
PURPOSE**

This Policy shall regulate and set forth the standard of conduct for all Members of the Board for maintaining confidentiality of confidential communications and discussions among Members of the Board during executive sessions and confidential or proprietary information in the possession of the Board or a Committee.

**ARTICLE II
POLICY**

1. Designation of Confidential or Proprietary Information. Board of Directors:

Members of the Board who attend an executive session of the Board will have access to confidential information that must remain confidential. Confidential or proprietary information discussed or presented in executive session of the Board may include, but is not limited to, management company's performance, increases in assessments, delinquencies, foreclosures, bankruptcies, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with Association's attorney and matters involving the invasion of privacy of individual owners. Members of the Board shall not disclose to anyone outside the Board unless compelled by legal process to disclose such information or as otherwise specifically approved by the Board. Minutes of the executive sessions of the Board shall be general in nature to the extent necessary to keep the information confidential, subject to the Texas Property Code.

2. Disclosure of Information:

Any Member of the Board may disclose any information received that is otherwise public knowledge or is freely available through a source other than the information presented in an executive session.

3. Statement of Commitment:

I am aware that during the course of my volunteer service as a Member of the Board confidential or proprietary information may be made available to me. I acknowledge and agree

to the importance of this Policy and agree to abide by the terms set forth herein. Failure to abide by this Policy may result in my removal from the Board. I hereby confirm that I have received a copy of the Confidentiality Policy and agree to abide by the guidelines set forth herein.

Signature

Date

Print Name

**281 EAST HOMEOWNERS ASSOCIATION
CONFLICT OF INTEREST POLICY**

This Conflict of Interest Policy (“Policy”), setting forth the policy of the 281 East Homeowners Association, also known as the Mountain Lodge Property Owners Association, (the “Association”) in connection with the standard of conduct for Association volunteers, was duly adopted by the Board of Directors of the Association (“Board”) on the 21st day of October, 2019.

**I.
PURPOSE**

This Policy shall regulate and set forth the standard of conduct and ethical principles for all members of the Board, officers, committee members, and volunteers of the Association. This Policy is intended to supplement and be in addition to applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

**II.
DEFINITIONS**

1. **Board Member**: A member of the 281 East Land Homeowners Association who has been elected by the Association members to serve on the Board of Directors for the Association.

2. **Interested Person**: Any director, officer, volunteer, or member of a committee of the Association who has a direct or indirect Financial Interest, as defined below, is an Interested Person.

3. **Financial Interest**: A person has a Financial Interest if the person, directly or indirectly, through business, investment, or personal or family relationships, as defined below, has: (a) an ownership or investment interest in any business or entity with which the Association has or contemplates a contract, transaction, purchase, lease or other business arrangement (collectively “Transaction”); (b) a compensation arrangement with the Association or with any entity or individual with which the Association has or contemplates a Transaction; or (c) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Association is negotiating a Transaction.

4. **Compensation**: Compensation includes direct and indirect remuneration as well as gifts, entertainment, gratuities, benefits, or favors in excess of nominal value.

5. **Family Relationships**: Family relationships include the person’s spouse, children (including legally adopted children), parents, grandparents, siblings (whether by whole or half blood), or spouse of the person’s siblings, their children and grandchildren.

6. **Business, Investment, or Personal Relationships**: Business, investment, or personal relationships include businesses or entities of which the person is a director, officer, employee, agent, equity holder, trustee, personal representative, receiver, custodian, conservator, or other legal representative.

**III.
DUTIES AND RESPONSIBILITIES**

1. **Duty to Disclose**. In connection with any actual or possible conflict of interest between an Interested Person and a vendor providing goods, materials, services or products to the Association, an Interested Person must disclose the existence of the Financial Interest and be given the opportunity to disclose all material facts to the Association’s Board and as applicable, to members of committees considering the proposed Transaction. If any actual or possible conflict of interest is discovered after a decision has been made, the Interested Person must notify the Board or applicable committee having made

the decision as soon as he/she becomes aware of the conflict.

2. Determining Whether a Conflict of Interest Exists. After disclosure of the Financial Interest of the Interested Person and all material facts to the Board or applicable committee, and after the Interested Person is provided an opportunity to present any facts or arguments the Interested Person may have, the Board or applicable committee, exclusive of the Interested Person, shall determine, by a majority vote, whether a conflict of interest exists. The determination shall be within the sole discretion of the Board or applicable committee and shall not be subject to appeal.

3. Duty to Investigate Alternatives. If the Board determine a conflict of interest exists, the Board or a disinterested person or committee appointed by the Board shall investigate alternatives to the proposed Transaction or arrangement to determine whether the Association can, with reasonable effort, obtain a similar or more advantageous Transaction or arrangement that would not give rise to a conflict of interest.

4. Duty of Good Faith and Ordinary Care. If the Board determines: (a) a conflict of interest exists with a Board Member, a relative of a Board Member, or company in which the Board Member or relative has a financial interest in at least 51% of the profits; and (b) the requirements outlined in Article IV(2) below have been met, the Board may, in good faith and with ordinary care, authorize the contract by an affirmative vote of the majority of Board Members who do not have a direct or indirect Financial Interest.

IV. PROCEDURES

1. Addressing Possible Conflicts of Interest

A. If the Board conducts a meeting to consider the possible conflict of interest, the Interested Person shall receive a minimum of ten (10) days written notice of the date, time and place of the meeting. Either party may request a postponement of not more than ten (10) days. The Board or the Interested Person may make an audio recording of the meeting.

B. An Interested Person may make a presentation at a regular or special called Board meeting to present any facts or arguments the Interested Person may have that are relevant. The Board Members shall have the opportunity to question the Interested Person about the possible conflict of interest.

C. The chairperson of the Board shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed Transaction or arrangement.

D. After exercising due diligence by the Board, the Board shall determine whether the Association can obtain with reasonable efforts a more advantageous Transaction from a person or entity that would not give rise to a conflict of interest.

E. If a more advantageous Transaction is not reasonably possible under circumstances not producing a conflict of interest, the Board shall determine by a majority vote of the disinterested directors whether the Transaction is in the Association's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, the Association shall make its decision as to whether to enter into the Transaction.

F. At the option of the Board, after all relevant information has been presented at the meeting concerning the presence of a conflict of interest, the Board may adjourn the meeting and reconvene in executive session to vote on whether a conflict of interest is present. Following an executive session, any decision made in the executive session must be summarized orally and placed in the minutes, in general terms.

2. Contracting When There is a Conflict of Interest. An Association may enter into a contract with a current Board Member, a relative of a current Board Member (i.e., one who has a Family Relationship with a Board Member), or a company in which the current Board Member or relative has a financial interest in at least fifty-one percent (51%) of the profits if:

A. The Board Member, relative, or company bids on the proposed contract and the Association has received at least two other bids from persons not associated with the Board Member, relative, or company;

B. The Board Member is not given access to the other bids, does not participate in any Board discussions regarding the contract, and does not vote on the award of the contract;

C. The material facts regarding the relationship or Financial Interest with respect to the proposed contract are disclosed to the Association's Board and the Board, in good faith and with ordinary care, authorizes the contract by an affirmative vote of the majority of the Board Member who do not have an interest as stated herein; and

D. The Board certifies that these requirements have been satisfied by a resolution approved by the majority of the Board Members who do not have an interest as stated herein and recorded in accordance with the Association's Records Production Policy.

3. Violations of the Conflict of Interest Policy

A. If the Board has reasonable cause to believe an Interested Person has failed to disclose actual or possible conflicts of interest, the Board shall inform the Interested Person of the basis for such belief and afford the Interested Person an opportunity to explain the alleged failure to disclose.

B. If, after hearing the Interested Person's response and after making further investigation as warranted by the circumstances, the Board determines the Interested Person has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

V.
RECORDS OF PROCEEDINGS

1. Association Records

A. The minutes of the Board meeting(s) shall contain: (i) the names of the person(s) who disclosed or otherwise were found to have a Financial Interest in connection with an actual or possible conflict of interest; (ii) the nature of the Financial Interest; (iii) the names of the persons who were present for discussions and votes relating to the Transaction; (iv) the content of the discussion, including alternatives to the proposed Transaction; (v) a record of any votes taken in connection with the proceedings; (vi) any action taken to determine whether a conflict of interest was present; and (vii) the Board's decision as to whether a conflict of interest in fact existed.

B. The Board shall make meeting records, including approved minutes, available to a member of the Association for inspection and copying upon the member's written request to the Association in accordance with the Association's Records Production Policy.

VI.
ANNUAL STATEMENTS

1. Policy Acknowledgement. Each director, principal officer, member of a committee, and volunteer of the Association shall annually sign a statement which affirms such person:

- A. has received a copy of the Policy;
- B. has read and understands the Policy;
- C. has agreed to comply with the Policy; and
- D. understands the Association is a non-profit corporation and must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

CERTIFICATE OF OFFICER

The undersigned certifies that the foregoing Conflict of Interest Policy was duly approved and adopted by the Board of Directors of 281 East Homeowners Association, on the date first above written, and that the undersigned has been authorized by the Board of Directors to execute and record this instrument. The undersigned further certifies that the foregoing Conflict of Interest 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 21st day of October, 2019.

281 EAST HOMEOWNERS ASSOCIATION

By: 

DAVID DIHARCE, President

File Information

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

Document Number: 20190212985
Recorded Date: October 22, 2019
Recorded Time: 1:09 PM
Total Pages: 15
Total Fees: \$78.00

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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: 10/22/2019 1:09 PM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk