

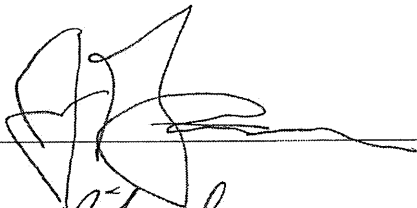
12.1 CONFLICTING PROVISIONS. If any provision of these Bylaws conflicts with any provision of the laws of the State of Texas, such conflicting Bylaws provision shall be null and void, but all other provisions of these Bylaws shall remain in full force and effect. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

12.2 SEVERABILITY. Invalidation of any provision of these Bylaws, by judgment or court order, shall in no wise affect any other provision which shall remain in full force and effect. The effect of a general statement shall not be limited by the enumerations of specific matters similar to the general.

12.3 FISCAL YEAR. The fiscal year of the Association shall begin on November 1st each year.

12.4 WAIVER. No restriction, condition, obligation, or covenant in the Declaration or these Bylaws shall be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

The undersigned Members of the Board of Directors have executed these Bylaws effective the 21st day of August, 2022.



J. B. Burt

Armenian

K. H. H. H.

L. E. Klett

EXHIBIT 2

Records Production and Copying Policy

[attached]

Records Production and Copying Policy

Date: August 21, 2022

Subdivision: Hidden Springs

Property Owners Association: Hidden Springs Property Owners Association, a Texas nonprofit corporation, established by the certificate of formation filed with the secretary of state of Texas on July 16, 2008, under file 801005011.

Charges: Charges for examining and copying Property Owners Association information are set out in Exhibit A.

The Board of Directors of the Hidden Springs Property Owners Association has adopted this Records Production and Copying Policy in accordance with Texas Property Code section 209.005.

Except for information deemed confidential by law or court order, the Property Owners Association will make its books and records open to and reasonably available for examination by an owner of property in the Subdivision or a person designated in a writing signed by the owner as the owner's agent, attorney, or certified public accountant, in accordance with Texas Property Code section 209.005. Owners are also entitled to obtain copies of information in the Property Owners Association's books and records on payment of the Charges for the copies. To the extent the Charges in this policy exceed the charges in section 70.3 of title 1 of the Texas Administrative Code, the amounts in section 70.3 of title 1 of the Texas Administrative Code govern.

Information not subject to inspection by owners includes but is not limited to:

1. any document that constitutes the work product of the Property Owners Association's attorney or that is privileged as an attorney-client communication;
2. files and records of the Property Owners Association's attorney relating to the Property Owners Association, excluding invoices requested by an owner under Texas Property Code section 209.008(d); and
3. except to the extent the information is provided in the meeting minutes or as authorized by Texas Property Code section 209.005(l), (a) information that identifies the dedicatory instrument violation history of an individual owner; (b) an owner's personal financial information, including records of payment or nonpayment of amounts due the Property Owners Association; (c) an owner's contact information, other than the owner's address; and (d) information related to an employee of the Property Owners Association, including personnel files.

If a document in the Property Owners Association's attorney's files and records relating to the Property Owners Association would be subject to a request by an owner to inspect or copy Property Owners Association documents, the document will be produced by using the copy from the attorney's files and records if the Property Owners Association has not maintained a separate copy of the document.

Procedures for Inspecting Information or Obtaining Copies

1. An owner or the owner's agent must submit a written request for access or information by certified mail, with sufficient detail describing the Property Owners Association's books and records requested, to the mailing address of the Property Owners Association or authorized representative as reflected on the most current management certificate filed with the county clerk of Brazos County, Texas.

2. The request must include enough description and detail about the information requested to enable the Property Owners Association to accurately identify and locate the information requested. Owners must cooperate with the Property Owners Association's reasonable efforts to clarify the type or amount of information requested.

3. The request must contain an election either to inspect the books and records before obtaining copies or to have the Property Owners Association forward copies of the requested books and records and-

- a. if an inspection is requested, the Property Owners Association, on or before the tenth business day after the date the Property Owners Association receives the request, will send written notice of dates during normal business hours that the owner may inspect the requested books and records to the extent those books and records are in the possession, custody, or control of the Property Owners Association; or
- b. if copies of identified books and records are requested, the Property Owners Association will, to the extent those books and records are in the possession, custody, or control of the Property Owners Association, produce the requested books and records for the requesting party on or before the tenth business day after the date the Property Owners Association receives the request.

4. If the Property Owners Association is unable to produce the books or records requested that are in its possession or custody on or before the tenth business day after the date the Property Owners Association receives the request, the Property Owners Association must provide to the requestor written notice that:

- a. informs the owner that the Property Owners Association is unable to produce the information on or before the tenth business day after the date the Property Owners Association received the request; and
- b. states a date by which the information will be sent or made available for inspection to the requesting party that is not later than the fifteenth business day after the date notice under this subsection is given.

5. If an inspection is requested or required, the inspection will take place at a mutually agreeable time during normal business hours, and the owner will identify the books and records for the Property Owners Association to copy and forward to the owner.

6. The Property Owners Association may produce copies of the requested information in paper copy, electronic, or other format reasonably available to the Property Owners

Association.

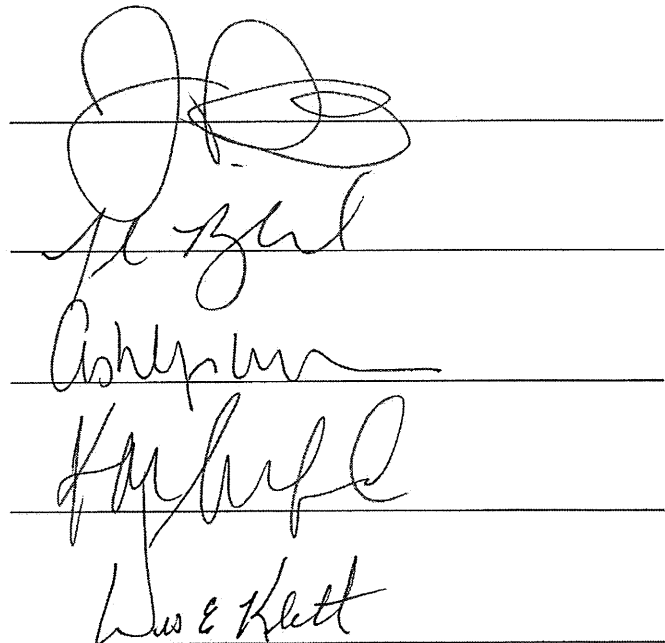
7. Before starting work on an owner's request, the Property Owners Association must provide the owner with a written, itemized statement of estimated Charges for examining and copying records related to the owner's request, using amounts prescribed in this policy when the estimated Charges exceed \$40. Owners may modify the request in response to the itemized statement.

8. Within ten business days of the date the Property Owners Association sent the estimate of Charges, the owner must respond in writing to the written estimate, or the request is considered automatically withdrawn. The response must state whether the owner (a) accepts the estimate per the request, (b) modifies the request, or (c) withdraws the request.

9. Owners are responsible for Charges related to the compilation, production, and reproduction of the requested information in the amounts stated in this policy. The Property Owners Association may require advance payment of the estimated Charges of compilation, production, and reproduction of the requested information.

10. If the estimated Charges are less or more than the actual Charges, the Property Owners Association must submit a final invoice to the owner on or before the thirtieth business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Property Owners Association before the thirtieth business day after the date the invoice is sent to the owner, may be added to the owner's account as an assessment. If the estimated Charges exceeded the final invoice amount, the owner is entitled to a refund, and the refund will be issued to the owner not later than the thirtieth business day after the date the invoice is sent to the owner.

BOARD OF DIRECTORS:



The image shows four handwritten signatures, each on a horizontal line. The signatures are written in dark ink and are cursive. The first signature is the largest and most complex, with many loops. The second signature is smaller and more straightforward. The third signature is also cursive but more compact. The fourth signature is the simplest, appearing to be 'L. & K. Klett'.

Exhibit A

Charges for Examining and Copying Property Owners

Association Information

A. Labor Charge for Computer Programming

If a particular request requires the services of a computer programmer to execute an existing program or to create a new program so that requested information may be accessed and copied, the Property Owners Association will charge \$28.50 an hour for the programmer's time spent on the request.

B. Labor Charge for Locating, Compiling, Manipulating, and Reproducing Data and Information

1. The charge for labor costs incurred in processing an owner's request for Property Owners Association information is \$15.00 an hour. The labor charge will be calculated based on the actual time to locate, compile, manipulate, and reproduce the requested data and information.

2. A labor charge will not be billed in connection with complying with requests that are for fifty or fewer pages of paper records, unless the documents to be copied are located in (a) two or more separate buildings that are not physically connected with each other or (b) a remote storage facility.

3. A labor charge will not be billed for any time spent by an attorney, legal assistant, or any other person who reviews the requested information to determine whether it is confidential or privileged under Texas law.

4. When confidential or privileged information is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, black out, or otherwise obscure the confidential or privileged information in order to comply with the owner's request. The Property Owners Association will not charge for redacting confidential or privileged information for requests of fifty or fewer pages unless the request also qualifies for a labor charge under section 552.261(a)(1) or 552.261(a)(2) of the Texas Government Code.

C. Overhead Charge

1. Whenever any labor charge is applicable to a request, the Property Owners Association may include in the Charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If the Property Owners Association chooses to recover such costs, the overhead charge will be computed at 20 percent of the charge made to cover any labor costs associated with a particular request.

For example, if one hour of labor is used for a particular request, the formula would be as follows:

- a. Labor charge for locating, compiling, and reproducing— $\$15.00 \times .20 = \3.00 .

- b. Labor charge for computer programming— $\$28.50 \times .20 = \5.70 .

If a request requires a charge for one hour of labor for locating, compiling, and reproducing information (\$15.00 per hour) and one hour of programming (\$28.50 per hour), the combined overhead would be $\$15.00 + \$28.50 = \$43.50 \times .20 = \8.70 .

2. An overhead charge will not be made for requests for copies of fifty or fewer pages of standard paper records.

D. Microfiche and Microfilm Charge

If the Property Owners Association already has the requested information on microfiche or microfilm, the charge for a copy must not exceed the cost of reproducing the information on microfiche or microfilm or ten cents per page for standard size paper copies of the information on microfiche or microfilm, plus any applicable labor and overhead charge for more than fifty copies.

E. Remote Document Retrieval Charge

To the extent that the retrieval of documents stored on the Property Owners Association's property results in a charge to comply with a request, the Property Owners Association will charge the actual cost of the retrieval.

F. Copy Charges

1. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is ten cents per page or part of a page. Each side of a piece of paper on which information is recorded is counted as a single copy. A piece of paper that has information recorded on both sides is counted as two copies. Standard paper copy is a copy of Property Owners Association information that is a printed impression on one side of a piece of paper that measures up to eight and one-half by fourteen inches.

2. A "nonstandard" copy includes everything but a copy of a piece of paper measuring up to eight and one-half by fourteen inches. Microfiche, microfilm, diskettes, magnetic tapes, and CD-ROM are examples of nonstandard copies. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are—

- a. diskette—\$1.00;
- b. magnetic tape—actual cost;
- c. data cartridge—actual cost;
- d. tape cartridge—actual cost;
- e. rewritable CD (CD-RW)—\$1.00;
- f. nonrewritable CD (CD-R)—\$1.00;
- g. digital video disc (DVD)—\$3.00;

- h. JAZ drive—actual cost;
- i. other electronic media—actual cost;
- j. VHS video cassette—\$2.50;
- k. audio cassette—\$1.00;
- l. oversize paper copy (e.g., larger than eight and one-half by fourteen inches, greenbar, bluebar, not including maps and photographs using specialty paper)—\$0.50; and
- m. specialty paper (e.g., Mylar, blueprint, blueline, map, photographic)—actual cost.

EXHIBIT 3

Guidelines for Alternative Payment Plans

[attached]

Guidelines for Alternative Payment Plans

Date: August 21, 2022

Property Owners Association: Hidden Springs Property Owners Association, a Texas nonprofit corporation, established by the certificate of formation filed with the secretary of state of Texas on July 16, 2008, under file 01005011.

Property Owners Association's Address: P.O. Box 10752
College Station, TX 77845

Subdivision: Hidden Springs

Administrative Fee: A \$10.00 administrative fee will accrue monthly, throughout the duration of this payment plan.

Annual Interest Rate. 10% or the maximum rate allowed by law, if lower.

The Board of Directors of the Property Owners Association has adopted these Guidelines for Alternative Payment Plans in accordance with Texas Property Code section 209.0062.

The Property Owners Association establishes these guidelines to allow owners who are delinquent in payment of a debt to the Property Owners Association to pay the debt in partial payments to avoid monetary penalties. However, delinquency in payment of a debt may result in nonmonetary penalties, such as loss of privileges.

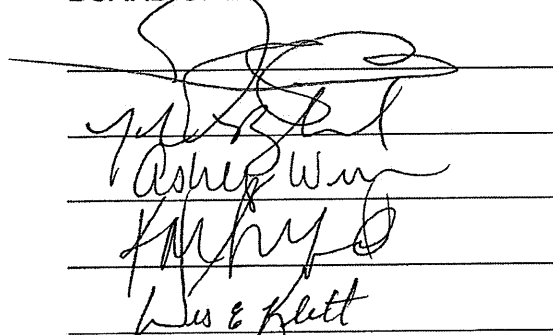
Payments under a payment plan will incur the Administrative Fee for each month that the payment plan is in effect, and interest at the Annual Interest Rate. The minimum term for a payment plan is three months. The maximum term for a payment plan is eighteen months.

To be entitled to pay a debt under a payment plan, an owner who is delinquent on a debt must submit a written request to the Property Owners Association.

Owners can make no more than one request for a payment plan within a twelve-month period. The Property Owners Association is not required to enter into a payment plan agreement with an owner who failed to honor the terms of a previous payment plan agreement during the two years following the owner's default under the previous payment plan agreement.

The account will continue to have interest accrue on the unpaid balance during the entire payoff plan. Invoices during the payment plan will show the payments received and credited. After the last payment is received, all liens on the property will be released.

BOARD OF DIRECTORS:



The image shows four handwritten signatures on a set of four horizontal lines. The signatures are written in dark ink and are somewhat stylized. The first signature is the largest and most prominent, followed by three smaller signatures below it.

EXHIBIT 4
Document Retention Policy
[attached]

Document Retention Policy

Date: August 21, 2022

Subdivision: Hidden Springs

Property Owners Association: Hidden Springs Property Owners Association, a Texas nonprofit corporation, established by the certificate of formation filed with the secretary of state of Texas on July 16, 2008, under file 801005011.

The Board of Directors of the Property Owners Association has adopted this Document Retention Policy (the "Policy") in accordance with Texas Property Code section 209.005(m) which requires the adoption of a document retention policy prescribing the minimum number of years for which the Property Owners Association will maintain governing documents and other records generated on or after January 1, 2012 (collectively, the "Association Records").

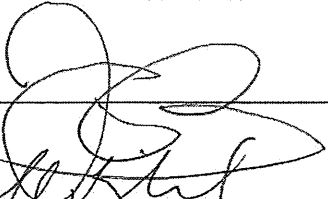
The Property Owners Association shall retain the documents referenced below for the period indicated, after which time these documents may be destroyed, discarded, deleted, purged or otherwise eliminated. Documents related to the Property Owners Association but not otherwise described below may be retained or destroyed as deemed appropriate in the reasonable business judgment of the directors, officers or representatives of the Property Owners Association having control of such documents.

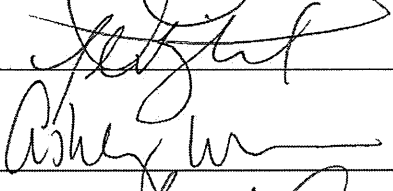
1. Certificates of formation, bylaws, restrictive covenants, and all amendments to the same are Property Owners Association records which shall be retained permanently.
2. Financial books and records of the Property Owners Association shall be retained for seven years.
3. Account records of current owners shall be retained for five years.
4. Contracts for a term of one year or more shall be retained for four years after the expiration of the applicable contract term.
5. Minutes of meetings of owners and minutes of meetings of the Board of Directors of the Property Owners Association shall be retained for seven years.
6. Tax returns and audit records shall be retained for seven years.

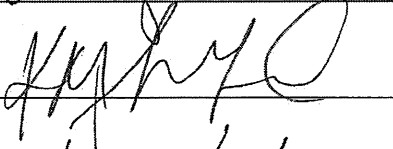
The records referenced above may be retained by the Property Owners Association in paper form or electronic form readily able to be printed.

This policy is effective upon recordation in the Official Records of Brazos County, Texas and supersedes any policies regarding retention of Association Records that may have previously been in effect. Except as affected by TEX. PROP. CODE § 209.005(m) or by this Policy, all other provisions contained in the Declaration and/or any other dedicatory instruments of the Property Owners Association shall remain in full force and effect.

BOARD OF DIRECTORS:










EXHIBIT 5

Assignment and Assumption of Declarant's Rights

[attached]

ASSIGNMENT AND ASSUMPTION OF DECLARANT'S RIGHTS

This Assignment and Assumption of Declarant's Rights (the "Agreement") is entered into this 18th day of October, 2018 (the "Effective Date") between HOMES OF HIDDEN SPRINGS, LTD. ("Declarant"), and HIDDEN SPRINGS PROPERTY OWNERS ASSOCIATION, a Texas non-profit corporation (the "Hidden Springs POA").

RECITALS:

WHEREAS, HOMES OF HIDDEN SPRINGS, LTD. is the Declarant under that certain Declaration of Covenants, Conditions and Restrictions of Hidden Springs, recorded in Volume 8330, Page 1 of the Official Records of Brazos County, Texas (the "Declaration");

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the respective agreements set forth in this Agreement, the parties hereto hereby agree as follows:

1. Assignment. Upon the occurrence of the Effective Date, Declarant hereby grants, conveys and assigns to Hidden Springs POA, and Hidden Springs POA hereby expressly assumes all of the rights, duties, obligations, powers, privileges, exemptions and prerogatives of the "Declarant" under the Declaration.
2. Declarant hereby represents and warrants that (a) as of the Effective Date there are no outstanding obligations unfulfilled by Declarant under the Declaration or otherwise related to the Declaration, (b) Declarant has not transferred, assigned, pledged, conveyed, encumbered or entered into any agreement to transfer, assign, pledge, convey or encumber any of its right, title or interest in and to its capacity as "Declarant" under the Declaration; (c) Declarant is in compliance with all covenants and conditions imposed on Declarant under the Declaration; and (d) the interests assigned hereby constitute all of the rights, titles, and interests as under the Declaration held by Declarant.
3. The parties hereto each hereby agree to execute and deliver such additional documents and instruments and to take such additional action, all without further consideration, as each other party may reasonably request to effectuate the assignment and assumption provided for herein.
4. This Agreement is governed by and shall be construed in accordance with the law of the State of Texas, excluding any conflict of laws, rule or principle that might refer the governance or the construction of this assignment to the law of another jurisdiction. This Agreement is binding on and shall inure to the benefit of the signatories hereto and their respective successors and assigns. This Agreement may be executed in counterparts.

[Signature Page Follows]

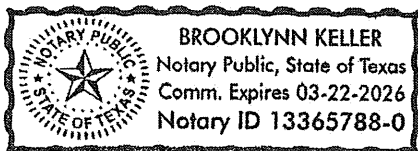
IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date shown herein.

HOMES OF HIDDEN SPRINGS, LTD., a Texas limited partnership

By: [Signature]
Name: Justin M. Duncan
Title: Previous President

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 15th day of August, 2022, by Justin M. Duncan, as Previous President for Homes of Hidden Springs, Ltd.



[Signature]
Notary Public in and for the State of Texas
Brooklyn Keller
Printed or Typed Name of Notary

My Commission Expires: 03/22/2026

HIDDEN SPRINGS PROPERTY OWNERS
ASSOCIATION, a Texas non-profit corporation

By: _____

Name: _____

Title: _____

Wes E. Klett

WES E. KLETT

PRESIDENT

THE STATE OF TEXAS

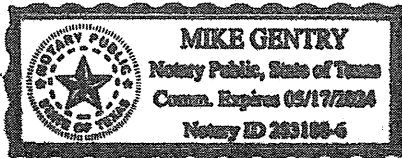
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COUNTY OF BRAZOS

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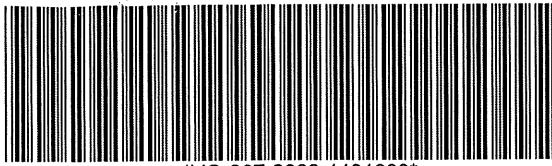
This instrument was acknowledged before me on the 29 day of July,
2022, by Wes Klett, the president of Hidden Springs POA, a
Texas non-profit corporation.



Mike Gentry
Notary Public in and for the State of Texas

Printed or Typed Name of Notary

My Commission Expires: _____



VG-267-2022-1481938

**Brazos County
Karen McQueen
County Clerk**

Instrument Number: 1481938

Volume : 18189

Real Property Recordings

Recorded On: August 26, 2022 09:46 AM

Number of Pages: 38

" Examined and Charged as Follows: "

Total Recording: \$170.00

***** **THIS PAGE IS PART OF THE INSTRUMENT** *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

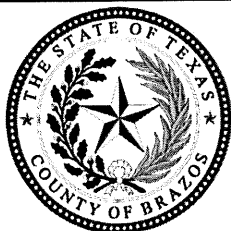
File Information:

Document Number: 1481938
Receipt Number: 20220826000035
Recorded Date/Time: August 26, 2022 09:46 AM
User: Patsy D
Station: CCLERK07

Record and Return To:

WEST, WEBB ALLBRITTON & GENTRY
1515 EMERALD PLAZA

COLLEGE STATION TX 77845



STATE OF TEXAS
COUNTY OF BRAZOS

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Public Records of Brazos County, Texas.

Karen McQueen
County Clerk
Brazos County, TX