

Management Certificate
(Pursuant to Texas Property Code Section 209.004)

Name of Subdivision:	Hidden Springs
Declaration Recording Data:	The Declaration (original) executed on October 18, 2007, and filed on November 16, 2007 in Volume 8330, Page 1, Document 0098170 of the Official Records of Brazos County, Texas; plat recorded in Volume 8328, Page 28.
Subsequent Subdivision Filings:	An amendment to the Declaration filed on August 28, 2012 in both Volume 10872, Page 105, as Document 01130861, and filed in Volume 10873, Page 1, as Document 01130874 of the Official Records of Brazos County, Texas.
Name of Association:	Hidden Springs Property Owners Association
Mailing Address of Association:	P.O. Box 10752 College Station, TX 77845
Name of Association's Designated Representative:	Wes Klett, President
Mailing Address of Association's Designated Representative:	4992 Stony Brook College Station, TX 77845
Phone number and Email Address of Association's Designated Representative:	(970) 396-8914 wes.klett@anipro.com
Property Transfer Fee Charged by Association:	\$0.00
Attached Exhibits:	<ol style="list-style-type: none">1. Amended and Restated Bylaws of Hidden Springs Property Owners Association2. Records Production and Copying Policy3. Guidelines for Alternative Payment Plans4. Document Retention Policy5. Assignment and Assumption of Declarant's Rights

Hidden Springs Property Owners Association

By:

Wes Klett
Wes Klett, President

STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on August 19th, 2022, by Wes Klett, President of Hidden Springs Property Owners Association, a Texas nonprofit corporation, on behalf of said corporation.

[Signature]
Notary Public, State of Texas

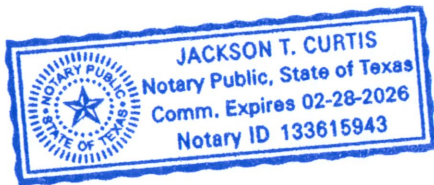


EXHIBIT 1

Amended and Restated Bylaws of Hidden Springs Property Owners Association

[attached]

**AMENDED AND RESTATED BYLAWS
OF
HIDDEN SPRINGS PROPERTY OWNERS ASSOCIATION
(A Texas Nonprofit Corporation)**

**ARTICLE 1
INTRODUCTION**

1.1 **PURPOSE OF BYLAWS.** These Bylaws ("Bylaws") provide for the governance of HIDDEN SPRINGS PROPERTY OWNERS ASSOCIATION ("Association") a Property Owners Association, as that term is defined in Texas Property Code §209.002(7), whose Members consist of the owners of Lots in the Hidden Springs Subdivision, located in Brazos County, Texas ("Subdivision"), covered by a Dedicatory Instrument entitled Declaration of Covenants, Conditions and Restrictions of Hidden Springs, Phase One, recorded in Volume 8330, Page 1, Official Records, Brazos County, Texas ("Declaration").

1.2 **DEFINITIONS.** Words and phrases defined in the Declaration shall have the same meanings when used in these Bylaws. Unless defined otherwise in the Declaration or in these Bylaws, words and phrases defined in Texas Property Code §209.002 shall have the same meaning when used in these Bylaws. The following words and phrases shall have specified meanings when used in these Bylaws:

- a. "Board Meeting" means a deliberation between a quorum of the voting Board, or between a quorum of the voting Board and another person, during which Association business is considered and the Board takes formal action; and does not include the gathering of a quorum of the Board at a social function unrelated to the business of the Association or the attendance of the Board at a regional, state, or national convention or ceremonial event, or press conference, if formal action is not taken and any discussion of Association business is incidental to the social function, convention, ceremonial event, or conference.
- b. "Board of Directors" or "Board" means the Board of Directors of HIDDEN SPRINGS PROPERTY OWNERS ASSOCIATION, the group of persons vested with the management of the affairs of the Association.
- c. "Business Organization Code" means the governing laws of the State of Texas for nonprofit corporations.
- d. "Certificate of Formation" means the Certificate of Formation, as may be amended, filed with the Texas Secretary of State in connection with the formation of the Association.
- e. "Declarant Control Period" shall mean and refer to the period of time beginning on the effective date of the Declaration and lasting until the Transition Date, as defined in the Declaration, during which the Declarant is entitled to appoint and remove the members of the Board of Directors because it controls the Voting Rights, except with respect to Board members appointed pursuant to Section 5.03(C) of the Declaration.

- f. "Dedictory Instrument" means each governing instrument covering the establishment, maintenance, and operation of the Subdivision. The term includes the Declaration, Certificate of Formation, Bylaws, Fines Schedule, Guidelines for Alternative Payment Plans, Records Production and Copying Policy, and Document Retention Policy.
- g. "Development Period" means the period in which Declarant reserves a right to facilitate the development, constructions, and marketing of the Subdivision, and a right to direct the size, shape, and composition of the Subdivision.
- h. "Director" means a member of the Board of Directors of the Association.
- i. "Governing Documents" means the Dedictory Instruments.
- j. "Majority" means more than fifty percent (50%).
- k. "Management Certificate" means the instrument required to be recorded pursuant to Section 209.004 of the Texas Residential Property Owners Protection Act.
- l. "Managing Agent" means the Association's designated representative as it appears on the Management Certificate.
- m. "Member" means a Member of the Association, each Member being an Owner of a Lot in the Subdivision, unless the context indicates that a Member means a member of the Board of Directors or a member of a committee of the Association.
- n. "Officer" means an Officer of the Association. "President," "Vice-President," "Secretary," and "Treasurer" mean, respectively, the President, Vice-President, Secretary, and Treasurer of the Association.
- o. "Ordinary care" means the care that an ordinarily prudent person in a similar position would exercise under similar circumstances.
- p. "Owner" shall mean and refer to the holder of record, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Subdivision, including contract buyers (a buyer under an executory contract for conveyance), but excluding those having such interest merely as a security for the performance of an obligation (i.e., holders of mortgages and home equity loans).
- q. "Texas Residential Owners Protection Act" or "The Act" shall refer to Texas Property Code Chapter 209, as same may be amended or repealed in whole or in part.

Other definitions contained in the Declaration are incorporated herein by reference, as if fully set forth.

1.3 NONPROFIT PURPOSE. The Association is not organized for profit and is governed by Chapter 22 of the Business Organizations Code.

1.4 COMPENSATION. A Director, Officer, or Member shall not be entitled to receive any pecuniary profit for the operation of the Association, and no dividend or assets of the Association shall be distributed to, or inure to the benefit of a Director, Officer, or Member, provided, however:

- a. That reasonable compensation may be paid to a Director, Officer, or Member, for services rendered to the Association;
- b. That a Director, Officer, or Member may, from time to time, be reimbursed for his or her actual and reasonable expenses incurred on behalf of the Association in connection with the administration of the affairs of the Association, provided such expense has been approved by the Board.

1.5 GENERAL POWERS AND DUTIES. The Association, acting through the Directors, shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Subdivision as may be required or permitted by the Governing Documents and state law. The Association may do any and all things that are lawful and which are necessary, proper, or desirable in operating for the best interests of its Members, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Governing Documents.

ARTICLE 2 MEMBERSHIP

2.1 MEMBERSHIP. Every person or entity who is a record Owner of any Lot which is subject to assessments provided in the Declaration shall be a Member of the Association. All present or future Members are subject to the Certificate of Formation, Declaration and these Bylaws, and other Dedicatory Instruments. Membership in the Association will signify that each Lot Owner appoints the Board of Directors of the Association to manage or regulate the Subdivision in accordance with the provisions set forth in the Dedicatory Instruments and that such Dedicatory Instruments are accepted, ratified, and will be strictly followed. Further, Membership in the Association will signify that the Owner has designated the Association as its representative to initiate, defend or intervene in litigation or an administrative proceeding affecting the enforcement of the Declaration or the protection, preservation or operation of the Subdivision. Voting rights of Members shall be pursuant to Section 5.03 of the Declaration.

OR

2.2 CLASSES OF MEMBERSHIP. The Association shall initially have two classes of Membership:

- a. Class "A" Members shall be all Owners with the exception of the Class "B" Member; and
- b. Class "B" Member shall be Declarant, his successors and assigns who take title for the purposes of development and sale of the Subdivision.

ARTICLE 3 GOVERNING BODY

3.1 **BOARD OF DIRECTORS.** The Board of Directors shall govern the Association, each of whom shall have one (1) vote. The Board shall consist of five (5) Directors. Directors shall be elected at the first annual meeting. A Director takes office upon the adjournment of the meeting or balloting at which he is elected or appointed and, absent, death, ineligibility, resignation, or removal, will hold office until his successor is elected or appointed. The number of Directors may be changed by amendment of these Bylaws, but shall not be less than three (3); however, a decrease in the number of Directors may not shorten the term of an incumbent Director. Notwithstanding anything contained in these Bylaws, during the Declarant Control Period, the Declarant is entitled to appoint and remove the members of the Board of Directors except with respect to Board members appointed pursuant to Section 5.03(C) of the Declaration.

3.2 **QUALIFICATION AND TERM.** After the Declarant Control Period expires, all Directors must be Members of the Association. At the first annual meeting after the expiration of the Declarant Control Period, the Members shall elect two (2) Directors to a three (3) year term and three (3) Directors to a two (2) year term. At each annual meeting thereafter, the Members shall elect the appropriate number of Directors to fill the then-expiring terms, which new Director may be the same Director whose term is expiring.

3.2.1 **Co-Owners.** Co-Owners of a single Lot may not serve on the Board at the same time. Co-Owners of more than one Lot may serve on the Board at the same time, provided the number of Co-Owners serving at one time does not exceed the number of Lots they co-own. Notwithstanding the foregoing, an Owner may not serve on the Board if the Owner cohabits at the same primary residence with a Director; provided, this sentence does not apply during the Declarant Control Period.

3.3 **ELECTION.** Directors shall be elected by the Members by either voice vote, unanimous consent or written ballot. The election of Directors shall be conducted at the annual meeting of the Association, at any special meeting called for that purpose, or by mail, facsimile transmission, or a combination of mail and facsimile transmission. Any Board Member whose term has expired must be elected by the Members in accordance with the voting rights of the Members set forth in the Declaration.

3.4 **VACANCIES.** A Board Member may be appointed by a majority of the remaining Board Members only to fill a vacancy caused by resignation, death, or disability. Each Director so elected shall serve out the remaining term of his predecessor. This section does not apply to the appointment of a Board Member during the Declarant Control Period.

3.5 **REMOVAL OF DIRECTORS.** Following the Declarant Control Period or with respect to Board members appointed pursuant to Section 5.03(C) of the Declaration, at any Annual or special meeting of the Association, anyone or more of the Directors may be removed with or without cause by Members representing a majority of the votes present in person or by proxy at such meeting, and a successor shall then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting. However, if the Board is presented with written, documentary evidence from a database or other record maintained by a governmental law enforcement authority that a Board Member had been convicted of a crime of moral turpitude, the Member is immediately ineligible to serve on the Board, and is automatically considered removed from the Board, and is prohibited from future service on the Board. During the Declarant Control Period, the Declarant

may remove a Director with or without cause at its sole discretion, except with respect to Board members appointed pursuant to Section 5.03(C) of the Declaration.

3.6 MEETINGS OF THE BOARD.

3.6.1 Organizational Meeting of the Board. After the Certificate of Formation is filed, the Board of Directors named in the Certificate of Formation shall hold an organizational meeting of the Board, at the call of a majority of the Directors to adopt these Bylaws and elect officers and for other purposes determined by the Board at the meeting. The Directors calling the meeting shall send notice of the time and place of the meeting to each Director named in the Certificate of Formation not later than the third day before the date of the meeting. Within ten (10) days after each annual meeting, the Directors shall convene an organizational meeting for the purpose of electing Officers. The time and place of such meeting shall be fixed by the Board and announced to the Directors.

3.6.2 Open Meetings of the Board. Regular and special board meetings must be open to Owners, subject to the right of the Board to adjourn a board meeting and reconvene in a 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. 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 an executive session. This section applies to a meeting of the Association Board during the Declarant Control Period only if the meeting is conducted for the purpose of adopting or amending the Dedicatory Instruments of the Association, increasing the amount of Regular Assessments of the Association or adopting or increasing a Special Assessment; electing non-developer Board members of the Association or establishing a process by which those members are elected; or changing the voting rights of Members of the Association.

3.7 NOTICE OF BOARD MEETINGS.

3.7.1 To Board Members. Subject to the Act and other provisions of the Association's Dedicatory Instruments, regular meetings of the Board shall be held on the second Sunday of each quarter at 6:00 p.m. at the address of the Association's Managing Agent as designated on the most recent Management Certificate. Notice of special meetings shall be provided to each Director at least seventy-two (72) hours before the start of the meeting. Attendance of a Director at a meeting constitutes a waiver of notice, unless the Director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

3.7.2 To Members. Members shall be given 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 an executive session. The notice shall be mailed to each Member not later than the tenth (10th) day or earlier than the sixtieth (60th) day before the date of the meeting; or provided at least one hundred forty-four (144) hours before the start of a regular meeting or seventy-two (72) hours before the start of a special meeting by posting the notice in a conspicuous manner reasonably designed to provide notice to Members in a place located in the Common Area or, with the property Owner's consent, on other conspicuously located privately owned

property within the Subdivision; or on any Internet website maintained by the Association or other Internet media; and sending the notice by email to each Owner who has registered an email address with the Association. It is an Owner's duty to keep an updated email address registered with the Association.

3.8 SPECIAL MEETINGS OF THE BOARD. Special meetings of the Board may be called by the President or, if he or she is absent or refuses to act, by any two (2) Directors. At least three (3) days' notice shall be given to each Director, personally or by telephone or written communication, which notice shall state the place, time, and purpose of such meeting.

3.9 CONDUCT OF MEETINGS. The President shall preside over all meetings of the Board and the Secretary shall keep, or cause to be kept, a record of all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings. When not in conflict with law or the Governing Documents, the then current edition of Robert's Rules of Order shall govern the conduct of the meetings of the Board.

3.10 QUORUM. At all meetings of the Board, a Majority of Directors shall constitute a quorum for the transaction of Business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If less than a quorum is present at any meeting of the Board, the majority of those present may adjourn the meeting from time to time. At any such reconvened meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice. A Director present by proxy at a meeting may not be counted toward a quorum.

3.11 PROXY. A Director may vote in person or by proxy executed in writing by the Director. A proxy expires three (3) months after the date the proxy is executed.

3.12 PLACE OF MEETINGS. Except for a meeting held by electronic or telephonic means, a Board meeting must be held in a county in which all or part of the property in the Subdivision is located or in a county adjacent to that county.

3.13 METHOD OF MEETING. The Board may meet by any method of communication, including electronic and telephonic, without prior notice to Owners, if each Director may hear and be heard by every other Director, or the Board may take action by unanimous written consent to consider routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate Board action. A remote electronic communications system, including videoconferencing technology or the Internet, may be used only if each person entitled to participate in the meeting consents to the meeting being held by means of that system, and the system provides access to the meeting in a manner or using a method by which each person participating in the meeting can communicate concurrently with each other participant. Any action taken without notice to Owners 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 Owners, consider or vote on fines, damage assessments, initiation of foreclosure actions, initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety, increase in Regular Assessments, levying of Special Assessments, appeals from a denial of architectural control approval, or a suspension of a right of a particular Owner before the Owner has an opportunity to attend a Board meeting to present the Owner's position, including any defense, on the issue.

3.14 MINUTES. 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's Managing Agent at the address appearing on the most recently filed Management Certificate or, if there is not a Managing Agent, to the Board.

3.15 RECESS. 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 and not to circumvent the requisites of this Article. If a regular or special Board meeting is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board shall give notice of the continuation in at least one manner prescribed by the Act and these Bylaws within two (2) hours after adjourning the meeting being continued.

3.16 ACTION WITHOUT A MEETING. Any action required or permitted to be taken by the Board at a meeting may be taken without a meeting, if all of the Directors individually or collectively consent in writing to such action. The written consent shall be filed with the minutes of the Board. Action by written consent shall have the same force and effect as a unanimous vote.

3.17 LIABILITIES AND STANDARD OF CARE. A Director shall discharge the Director's duties, including duties as a committee member, in good faith, with ordinary care, and in a manner the Director reasonably believes to be in the best interest of the Association. A Director is not liable to the Association, a Member, or another person for an action taken or not taken as a Director if the Director acted in compliance with this section. A person seeking to establish liability of a Director must prove that the Director did not act in good faith, with ordinary care, in a manner the Director reasonably believed to be in the best interest of the Association. A Director is not considered to have the duties of a trustee of a trust with respect to the Association or with respect to property held or administered by the Association. A Director shall not be liable under this section if, in the exercise of ordinary care, the Director acted in good faith and in reliance on the written opinion of an attorney for the Association.

3.18 INTERESTED DIRECTORS. A contract or transaction between the Association and one or more Directors, Officers, or Members which have a financial interest otherwise valid and enforceable contract or transaction is valid and enforceable, and is not void or voidable, notwithstanding any relationship or interest, if the material facts as to the relationship or interest and as to the contract or transaction are disclosed to or known by the Association's Board of Directors, a committee of the Board of Directors, or the Members, and the Board, the committee, or the Members in good faith and with ordinary care authorize the contract or transaction by the affirmative vote of the majority of the disinterested Directors, committee members or Members, regardless of whether the disinterested Directors, committee members or Members constitute a quorum of the Members entitled to vote on the authorization of the contract or transaction, and the contract or transaction is specifically approved in good faith and with ordinary care by a vote of the Members, or the contract or transaction is fair to the Association when the contract or transaction is authorized, approved, or ratified by the Board of Directors, a committee of the Board of Directors, or the Members. Common or interested Directors or Members of the Association may be included in determining the presence of a quorum at a meeting of the Board, a committee of the Board, or Members that authorize the contract or transaction. The person who has the relationship or interest may be present at or participate in and, if the person is a Director, Member, or committee member, may vote at a meeting of the Board of Directors, of the Members, or of a committee of the Board that authorized the contract or transaction; or sign, in the person's