

CERTIFICATE OF RECORDING POA DOCUMENTS
Pursuant to §202.006 Texas Property Code

INSTRUMENTS ATTACHED FOR RECORDING:

1. Bylaws of Bird Pond Estates Homeowners Association, Inc.
2. Certificate of Formation of Bird Pond Estates Homeowners Association, Inc., filed in the Office of the Secretary of State of Texas on April 28, 2017
3. Rules & Regulations for Bird Pond Estates Homeowners Association, Inc. (The HOA Document Retention Policy, the Records Production and Copying Policy, and the Guidelines for Alternative Payment Plans)

PROPERTY DESCRIPTION:

Being all that certain real property lying and being situated in **BIRD POND ESTATES, PHASE 1**, an addition to the City of College Station, Texas, according to plat recorded in Volume 8698, Page 18 of the Official Records of Brazos County, Texas **save and except** Lot One (1), Block Two (2) of Bird Pond Estates, Phase 1, a subdivision in the City of College Station, Brazos County, Texas, according to plat thereof recorded in Volume 8698, Page 18 of the Official Records of Brazos County, Texas.

Being all that certain real property lying and being situated in **BIRD POND ESTATES, PHASE 2**, an addition to the City of College Station, Texas, according to plat recorded in Volume 8698, Page 17 of the Official Records of Brazos County, Texas.

POPULAR NAME OF DEVELOPMENT:

Bird Pond Estates Subdivision, Phases 1 and 2.

DECLARATION TO WHICH SUBDIVISION IS SUBJECT:

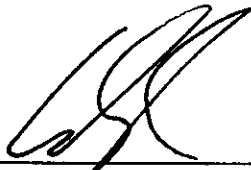
The Declaration of Covenants, Conditions and Restrictions for Bird Pond Estates (the "Declaration"), recorded in Volume 8381, Page 19 the Official Records of Brazos County, Texas, as amended by that certain instrument recorded in Volume 13962, Page 125 of the Official Records of Brazos County, Texas

NAME OF PROPERTY OWNERS ASSOCIATION:

Bird Pond Estates Owners Association, Inc. a Texas non-profit corporation

CERTIFICATION & EXECUTION:

I hereby certify that I have been instructed by the Board of Directors of Bird Pond Estates Homeowners Association, Inc., a Texas non-profit corporation, to execute this Certificate to effect the recording of the instruments attached hereto on behalf of the property owners association, for the purpose of complying with the requirements of Property Code Section 202.006.



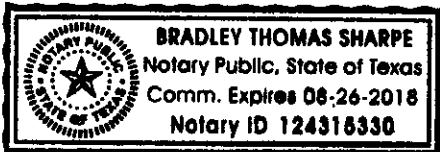
Cody Catalena, President

STATE OF TEXAS §
 §
COUNTY OF Brazos §

This document was acknowledged before me on this 26th day of April, 2017, by Cody Catalena, President of Bird Pond Estates Owners Association, Inc., a Texas non-profit corporation, on behalf of said entity.



Notary Public in and for
the State of T E X A S



Instrument #1

By-Laws

Bylaws of Bird Pond Estates Homeowners Association, Inc.

Basic Information

- Property Owners Association:** Bird Pond Estates Homeowners Association, Inc., established by the certificate of formation filed with the Secretary of State of Texas on April 28, 2017.
- Principal Office:** 1650 Bird Pond Road, College Station, Texas 77845. The Property Owners Association may have other offices.
- Declaration:** The Declaration of Covenants, Conditions, and Restrictions for Bird Pond Estates, recorded in Volume 8381, page 19 of the Official Records of Brazos County, Texas, as amended by that certain instrument recorded in Volume 13962, Page 125 of the Official Records of Brazos County, Texas.
- Definitions:** Capitalized terms used but not defined herein have the meaning set forth in the Declaration.
- Voting Members:** Members entitled to vote or their proxies. Any Member delinquent in payment of any Assessment is not a Voting Member, except as otherwise prohibited by applicable law.

A. Members

A.1. Membership. Every Owner is a Member of the Property Owners Association. Membership is appurtenant to and may not be separated from ownership of a Lot, subject to those certain rights reserved by Declarant (as defined in the Declaration) in Section 5.01 of the Declaration during the Declarant Control Period (as defined in the Declaration). All present or future Owners, tenants, or any other person who might use the Property (as defined below) in any manner, are subject to the regulations set forth in these Bylaws. The mere acquisition or rental of any part of the Subdivision or the mere act of occupancy of any of the Property will signify that these Bylaws are accepted, ratified, and will be strictly followed. No certificates of stock shall be issued by the Property Owners Association. The term "Property" as used herein shall mean and refer to that certain property or properties described as the lots in Bird Pond Estates Phase 1 (as depicted in Volume 8698, Page 18 of the Official Records of Brazos County, Texas) and Phase 2 (as depicted in Volume 8698, Page 17 of the Official Records of Brazos County, Texas) other than Lot 1, Block 2 of Bird Pond Estates, Phase 1 as shown in instrument filed in Volume 8698, Page 18 of the Official Records of Brazos County, Texas which was removed from the Declaration by that certain instrument recorded in Volume 13962, Page 125 of the Official Records of Brazos County, Texas.

A.2. Place of Meeting. Members meetings will be held at the Property Owners Association's Principal Office or at another place designated by the Board.

A.3. *Annual Meetings.* The first Members meeting will be held within twelve (12) months after the formation of the Property Owners Association. Subsequent regular annual Members meetings will be held on the first Sunday in May.

A.4. *Special Meetings.* The president may call special meetings. The president must call a special meeting if directed by the Board or by a petition signed by twenty percent (20%) of the Voting Members.

A.5. *Notice of Meetings.* Written notice stating the place, day, and hour of each Members meeting, other than a reconvened meeting, must be given to each Member not less than ten (10) nor more than sixty (60) days before the meeting. The special Members meeting notices must also state the meeting's purpose, and no business may be conducted except as stated in the notice. Notice to a Member is deemed given when hand delivered or mailed. If mailed, notice is deemed given (whether actually received or not) when deposited with the United States Postal Service, postage prepaid.

A.6. *Waiver of Notice.* A Member may, in writing, waive notice of a meeting. Attendance at a meeting is a waiver of notice of the meeting, unless the Member objects to lack of notice when the meeting is called to order.

A.7. *Quorum.* A majority of the Voting Members, in person or by proxy, is a quorum. If a Members meeting cannot be held because a quorum is not present or represented, a majority of the Voting Members who are present may adjourn the meeting. At the reconvened meeting, a majority of the Voting Members is a quorum. If a quorum is not present, a majority of the Voting Members who are present may adjourn the meeting. At the second reconvened meeting, a majority of the Board is a quorum. Written notice of the place, date, and hour of each reconvened meeting must be given to each Member not more than twenty (20) nor less than ten (10) days before the reconvened meeting.

A.8. *Majority Vote.* Votes representing more than 50 percent of the Voting Members present at a meeting at which a quorum is present are a majority vote.

A.9. *Proxies.* Voting Members may vote by written proxy. At all meetings of Voting Members, each Voting Member entitled to vote, may vote in person or by proxy. All proxies shall be in writing and shall be filed with the Secretary of the Property Owners Association. Every proxy shall be revocable and shall automatically cease upon conveyance by a Voting Member of his or her Lot.

A.10. *Conduct of Meetings.* The president will preside over Members meetings. The secretary will keep minutes of the meetings and will record in a minutes book the votes of the members.

A.11. *Action without Meeting.* Any action that may be taken at a Members meeting may be taken without a meeting by written consent setting forth the action taken signed by a sufficient number of Members as would be necessary to take that action at a meeting.

B. Board

B.1. Governing Body; Composition. The affairs of the Property Owners Association are governed by the Board. Each director has one vote. The initial Board is composed of the directors appointed in accordance with Section 5.01 of the Declaration. Each director must be a Member; provided, however, until the end of the Declarant Control Period (being December 26, 2017), the directors need not be Members of the Property Owners Association or, in the case of an entity Member, a person designated in writing to the secretary.

B.2. Number of Directors. The Board consists of not less than three (3) nor more than seven (7) directors. Within those limits, the Board may change the number of directors. No decrease may shorten the term of a director.

B.3. Term of Office. The initial directors serve until the first annual meeting of Members. At the expiration of the initial term of a director, each successor director will have a term of one (1) year. Directors may serve consecutive terms.

B.4. Election. At the first annual meeting of Members, the Voting Members will elect directors to succeed the initial directors. At subsequent annual Members meetings, successors for each director will be elected. Cumulative voting is prohibited. The candidate or candidates receiving the most votes will be elected. The directors elected by the Voting Members will hold office until their respective successors have been elected.

B.5. Removal of Directors and Vacancies

B.5.a. Removal by Members. Any director may be removed, with or without cause, by a majority of the Voting Members, subject to those certain rights reserved by Declarant in Section 5.01 of the Declaration during the Declarant Control Period. Any director whose removal is sought will be given notice of the proposed removal.

B.5.b. Removal by Board. Any director may be removed at a Board meeting if the director—

- i. failed to attend three (3) consecutive Board meetings;
- ii. is delinquent in the payment of any Assessment for more than 120 days; or
- iii. is the subject of an enforcement action by the Property Owners Association for violation of any of the governing instruments covering the establishment, maintenance and operation of the Bird Pond Estates subdivision, including, but not limited to, the Declaration and these Bylaws (individually and collectively, the "Dedictory Instruments").

B.5.c. Vacancies. A director's position becomes vacant if the director dies, becomes incapacitated, resigns, or is no longer a Member.

B.5.d. Successors. If a director is removed or a vacancy exists, a successor will be elected by the remaining directors for the remainder of the term.

B.6. Compensation. Directors will not receive compensation. A director may be reimbursed for expenses approved by the Board.

B.7. Powers. The Board has all powers necessary to administer the Property Owners Association's affairs, including but not limited to, those rights and powers set forth in Articles V., VI. and VII. of the Declaration.

B.8. Management. The Board may employ a managing agent.

B.9. Accounts and Reports. Accounting and controls must conform to good accounting practices. Accounts will not be commingled with accounts of other persons. The following financial reports will be prepared at least annually:

B.9.a. An income statement reflecting all income and expense activity for the preceding period.

B.9.b. A statement reflecting all cash receipts and disbursements for the preceding period.

B.9.c. A balance sheet as of the last day of the preceding period.

B.9.d. A delinquency report listing all Owners who are delinquent by more than 90 days in paying any Assessment and describing the status of any action to collect those delinquent Assessments.

B.10. Borrowing. The Board may borrow money to maintain, repair, or restore the Common Areas without the approval of the Members. If approved in advance by the Members in the same manner as approving a special Assessment, the Board may borrow money for any other purpose.

B.11. Rights of Association. With respect to the Common Areas, and in accordance with the Declaration, the Property Owners Association will have the right to contract with any person for the performance of various duties and functions. Such agreements require the approval of the Board.

B.12. Enforcement Procedures

B.12.a. Notice. Before the Board may (i) suspend an Owner's right to use the Common Areas, (ii) file a suit against an Owner other than a suit to collect any Assessment, (iii) foreclose the Property Owners Association's lien, (iv) charge an Owner for property damage, or (v) levy a fine for a violation of the Dedicatory Instruments, the Property Owners Association or its agent must give written notice to the Owner by certified mail, return receipt requested. The notice must describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the Property Owners Association from the Owner. The notice also must inform the Owner that the Owner (i) is entitled to a reasonable period to cure the violation and avoid the fine or suspension unless the Owner was given notice and a reasonable

opportunity to cure a similar violation within the preceding six months and (ii) may request a hearing on or before the thirtieth day after the date the Owner receives the notice.

B.12.b. Hearing. If the Owner is entitled to an opportunity to cure the violation, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before a committee appointed by the Board or before the Board if the Board does not appoint a committee. If a hearing is to be held before a committee, the notice must state that the Owner has the right to appeal the committee's decision to the Board by written notice to the Board.

The Property Owners Association must hold a hearing under this section not later than the thirtieth day after the date the Board receives the Owner's request for a hearing and must notify the Owner of the date, time, and place of the hearing not later than the tenth day before the date of the hearing. The Board or the Owner may request a postponement, and, if requested, a postponement will be granted for a period of not more than ten days. Additional postponements may be granted by agreement of the parties. The Owner or the Property Owners Association may make an audio recording of the meeting.

The hearing will be held in executive session affording the alleged violator a reasonable opportunity to be heard. Before any sanction hereunder becomes effective, proof of proper notice will be placed in the minutes of the meeting. Such proof will be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered the notice. The notice requirement will be satisfied if the alleged violator appears at the meeting. The minutes of the meeting will contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board may, but will not be obligated to, suspend any proposed sanction if the violation is cured within a 30-day period. Such suspension will not constitute a waiver of the right to sanction violations of the same or other provisions and rules by any person.

B.12.c. Appeal. Following hearing before a committee, if any, the violator will have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the managing agent, if any, president, or secretary within ten days after the hearing date.

B.12.d. Changes in Law. The Board may change the enforcement procedures set out in this section to comply with changes in law.

C. Board Meetings

C.1. Regular Meetings. Regular meetings of the Board will be held at such time and place as determined by the Board, but at least one (1) such meeting will be held during each fiscal year. Notice of the time and place of the meeting[s] will be given to directors not less than ten (10) days before the meeting[s].

C.2. Special Meetings. Special meetings will be held when called by written notice signed by the president or by any director. The notice will specify the time and place of the meeting and the matters to be covered at the meeting.

C.3. Waiver of Notice. The actions of the Board at any meeting are valid if (a) a quorum is present and (b) either proper notice of the meeting was given to each director or a written waiver of notice is given by any director who did not receive proper notice of the meeting. Proper notice of a meeting will be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of proper notice.

C.4. Quorum of Board. At all meetings, a majority of the Board will constitute a quorum, and the votes of a majority of the directors present at a meeting at which a quorum is present constitutes the decision of the Board. If the Board cannot act because a quorum is not present, a majority of the directors who are present may adjourn the meeting to a date not less than 10 nor more than 20 days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business that may have been transacted at the meeting originally called may be transacted without further notice.

C.5. Conduct of Meetings. The president will preside at Board meetings. The secretary will keep minutes of the meetings and will record in a minute book the votes of the directors.

C.6. Proxies. Directors may vote by written proxy.

C.7. Action without Meeting. Any action that may be taken at a Board meeting may be taken without a meeting by written consent setting forth the action taken signed by a sufficient number of the Board as would be necessary to take that action at a meeting.

D. Officers

D.1. Officers. The officers of the Property Owners Association are a president, vice president, secretary, and treasurer, to be elected from the Members; subject to those certain rights reserved by Declarant in Section 5.01 of the Declaration during the Declarant Control Period. The Board may appoint other officers having the authority and duties prescribed by the Board. Any two or more offices may be held by the same person, except the offices of president and secretary.

D.2. Election, Term of Office, and Vacancies. Officers will be elected annually by the Board at the first meeting of the Board following each annual meeting of the Voting Members. A vacancy in any office may be filled by the Board for the unexpired portion of the term.

D.3. Removal. The Board may remove any officer whenever, in the Board's judgment, the interests of the Property Owners Association will be served thereby.

D.4. Powers and Duties. Officers have such powers and duties as are generally associated with their respective offices and as may be specifically conferred by the Board. The president is the chief executive officer of the Property Owners Association. The treasurer has primary responsibility for the preparation of the budget and financial reports and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

D.5. Resignation. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Resignation takes effect on the date of the receipt of the notice or at any later time specified in the notice.

E. Committees

The Board may establish committees by resolution and authorize the committees to perform the duties described in the resolution.

F. Indemnification.

To the full extent permitted by applicable law, no director of the Property Owners Association shall be liable to the Property Owners Association or its Members for monetary damages for an act or omission in such director's capacity as a director of the Property Owners Association, except that this Article F. does not eliminate or limit the liability of a director of the Property Owners Association for:

- A. a breach of such director's duty of loyalty to the Property Owners Association or its Members;
- B. an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law;
- C. a transaction from which such director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of such director's office;
- D. an act or omission for which the liability of such director is expressly provided for by statute; or
- E. an act related to an unlawful stock repurchase or payment of a dividend.

Any repeal or amendment of this Article by the Members of the Property Owners Association shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of the Property Owners Association existing at the time of such repeal or amendment. In addition to the circumstances in which a director of the Property Owners Association is not personally liable as set forth in the foregoing provisions of this Article F, a director shall not be liable to the full extent permitted by any Amendment to the Texas Business Organizations Code hereafter enacted that further limits the liability of a director.

To the full extent permitted by applicable law, the Property Owners Association shall indemnify any director or officer against judgments, penalties (including excise and similar taxes), fines settlements and reasonable expenses (including court costs and attorney's fees) actually incurred by any such person who was, is or is threatened to be made a named defendant or respondent in a proceeding because the person is or was a director or officer and shall advance to such person such reasonable expenses as are incurred by him in connection therewith. The rights of directors and officers set forth in this Article shall not be exclusive of any other right which directors or officers may have or hereafter acquire relating to the subject matter hereof.

As used in this Article, the terms "director" and "officer" shall mean any person who is or was a director or officer of the Property Owners Association and any person who, while a director or officer of the Property Owners Association, is or was serving at the request of the Property Owners Association as a director, officer, partner, venture, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise. As used in this Article, the term "proceeding" means any threatened, pending or completed action, suit or proceeding, wither civil, criminal administrative, arbitratve or investigative, any appeal in such action, suit or proceeding and any inquiry or investigation that could lead to such an action, suit or proceeding.

To the extent allowed by Section 8.101 of the Texas Business Organizations Code, the Property Owners Association indemnifies every officer, director, committee chair, and committee member (for purposes of this Paragraph, "Leaders") of the Property Owners Association against expenses, including attorney's fees, reasonably incurred by or imposed on the Leader in connection with an action, suit, or proceeding to which the Leader is a party by reason of being or having been a Leader. A Leader is not liable for a mistake of judgment, negligent or otherwise. A Leader is liable for his willful misfeasance, malfeasance, misconduct, or bad faith. This right to indemnification does not exclude any other rights to which present or former Leaders may be entitled. The Property Owners Association may maintain general liability and directors and officers liability insurance to fund this obligation. Additionally, the Property Owners Association may indemnify a person who is or was an employee, trustee, agent, or attorney of the Property Owners Association, against any liability asserted against him and incurred by him in that capacity and arising out of that capacity.

G. Miscellaneous

G.1. Fiscal Year. The Board may establish the Property Owners Association's fiscal year by resolution. In the absence of a Board resolution determining otherwise, the Property Owners Association's fiscal year is a calendar year.

G.2. Rules for Meeting. The Board may adopt rules for the conduct of meetings of Members, Board, and committees.

G.3. Conflict. The Declaration controls over these Bylaws.

G.4. Inspection of Books and Records

G.4.a. Inspection by Member. After a written request to the Property Owners Association, a Member may examine and copy, in person or by agent, any Property Owners Association books and records relevant to that purpose, pursuant to the requirements of the Texas Business Organization Code and Section 209.005 of the Texas Property Code. The Board may establish rules concerning the (i) written request; (ii) hours, days of the week, and place; and (iii) payment of costs related to a Member's inspection and copying of books and records.

G.4.b. Inspection by Director. A director has the right, at any reasonable time, and at the Property Owners Association's expense, to (i) examine and copy the Property Owners

Association's books and records at the Property Owners Association's Principal Office and (ii) inspect the Property Owners Association's properties.

G.5. Notices. Any notice required or permitted by the Dedicatory Instruments must be in writing. Notices regarding enforcement actions must be given by certified mail, return receipt requested. All other notices may be given by regular mail. Notice is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed to (a) a Member at the Member's last known address according to the Property Owners Association's records and (b) the Property Owners Association, the Board, or a managing agent at the Property Owners Association's Principal Office or another address designated in a notice to the Members. Unless otherwise required by law or the Dedicatory Instruments, actual notice, however delivered, is sufficient.

G.6. Registered Office and Registered Agent. The Property Owners Association will maintain a registered office and a registered agent in Texas. The registered office may, but need not, be identical with the Property Owners Association's principal office in Texas. The Board may change the registered office and registered agent as permitted in the Texas Business Organizations Code.

G.7. Amendment. These Bylaws may be amended at any time by the vote of fifty- one (51%) percent of the Voting Members in the Property Owners Association. This provision will not be construed as limiting the Board's power to amend the enforcement procedures to comply with changes in law.

BIRD POND ESTATES HOMEOWNERS
ASSOCIATION, INC.
A Texas non-profit corporation

By


Cody Catalena, President

Instrument #2

Certificate of Formation



Office of the Secretary of State

CERTIFICATE OF FILING OF

BIRD POND ESTATES HOMEOWNERS ASSOCIATION, INC.
File Number: 802710212

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 04/28/2017

Effective: 04/28/2017



A handwritten signature in black ink, appearing to read "Rolando B. Pablos".

Rolando B. Pablos
Secretary of State

**Certificate of Formation of
Bird Pond Estates Homeowners Association, Inc.,
a Texas Nonprofit Corporation**

1. *Name.* The name of the corporation is BIRD POND ESTATES HOMEOWNERS ASSOCIATION, INC. (the "Company").

2. *Type of Filing Entity.* The type of filing entity being formed is a nonprofit corporation.

3. *Purpose.* The purpose for which the filing entity is formed is to be the property owners association under the Declaration of Restrictive Covenants, Conditions and Restrictions for the Bird Pond Estates subdivision. Specifically and primarily to provide an organization consisting of the owners of the lots in Bird Pond Estates Phase 1 (depicted in Volume 8698, Page 18 of the Official Records of Brazos County, Texas) and Phase 2 (depicted in Volume 8698, Page 17 of the Official Records of Brazos County, Texas) other than Lot 1, Block 2 of Bird Pond Estates, Phase 1, shown in Volume 8698, Page 18 of the Official Records of Brazos County, Texas, which was removed from the Declaration by that certain instrument recorded in Volume 13962, Page 125 of the Official Records of Brazos County, Texas as it may be amended and replatted from time to time in the City of College Station, Brazos County, Texas (also sometimes known as "Bird Pond Estates") and is more particularly described in the plat or plats to be recorded in the Official Records of Brazos County, Texas, in order to provide for the management, maintenance, preservation and architectural control of said subdivision located in Brazos County, Texas; and generally to promote the health, safety and welfare of the owners of lots in the section, to exercise all of the powers and privileges and to perform all of the duties and obligations of the association as set forth in the Declaration of Covenants, Conditions and Restrictions for Bird Pond Estates (the "Declaration"), recorded in Volume 8381, Page 19 the Official Records of Brazos County, Texas, as amended by that certain instrument recorded in Volume 13962, Page 125 of the Official Records of Brazos County, Texas, and their subsequent amendments and its Bylaws, and to do any and all other acts, levies, collections, enforcements, acquisitions, lending transactions, construction and maintenance obligations and any and all other powers, rights and privileges that a non-profit corporation organized under the Texas Business Organizations Code, by law may now or at a later time have to exercise.

4. *Period of Duration.* The period of duration of the filing entity is perpetual.

5. *Initial Registered Office.* The street address of the initial registered office of the filing entity and the name of its initial registered agent at that address are:

Name: Cody Catalena

Address: 1650 Bird Pond Road, College Station, Texas 77845

6. *Organizer.* The name and address of the organizer for the filing entity are:

Name: Cody Catalena

Address: P.O. Box 10103, College Station, Texas 77842

7. *Members.* The filing entity will be composed of Members.

8. *Initial Board of Directors.* The number of directors constituting the initial board of directors is three (3), and their names and addresses are:

Name: Cody Catalena

Address: 1650 Bird Pond Road, College Station, Texas 77845

Name: Pete Catalena

Address: 1601 Bird Pond Road, College Station, Texas 77845

Name: Sammy Catalena

Address: P.O. Box 128, Kurten, Texas 77862


9. *Meetings.* Any action that may be taken at a Members or board of directors meeting may be taken without a meeting by written consent setting forth the action taken signed by a sufficient number of Members or of the board of directors as would be necessary to take that action at a meeting.

10. *Indemnification.* The Company shall indemnify any director, officer, or member of a committee duly appointed pursuant to this Certificate or the Company's Bylaws who was, is, or is threatened to be made a named defendant or respondent in any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative, or investigative, any appeal in such an action, suit, or proceeding, and any inquiry or investigation that could lead to such an action, suit, or proceeding (hereinafter a "Proceeding") by reason of the fact that such person is or was a director, officer or member of such a committee of the Company, against all judgments, penalties (including excise and similar taxes), fines, settlements, and reasonable expenses actually incurred by the person in connection with any such Proceeding to the fullest extent permitted by the Texas Business Organizations Code, as amended and in effect from time to time. Such authorization of indemnification shall be deemed to be mandatory and deemed to constitute authorization of indemnification and advancement of expenses to the fullest extent permitted by the Texas Business Organizations Code, as amended and in effect from time to time.

Signed on April 26, 2017.



CODY CATALENA, Organizer

<p>Form 509 (Revised 06/15)</p> <p>Submit with relevant filing instrument.</p> <p>Filing Fee: None</p>	 <p>Consent to Use of Similar Name</p>	
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(1) Bird Pond Road Property, LLC, File No. 800655420
Name and file number of the entity or individual who holds the existing name on file with the secretary of state

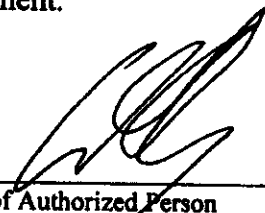
consents to the use of

(2) Bird Pond Estates Homeowners Association, Inc.
Proposed name

as the name of a filing entity or foreign filing entity in Texas for the purpose of submitting a filing instrument to the secretary of state.

(3) The undersigned certifies to being authorized by the holder of the existing name to give this consent. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: April 27, 2017



 Signature of Authorized Person

Cody Catalena

 Name of Authorized Person (type or print)

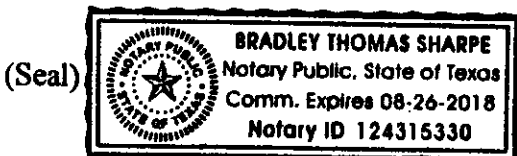
Manager


 Title of Authorized Person, if any (type or print)

State of Texas

County of Brazos

This instrument was acknowledged before me on 4/28/17 by Cody Catalena
 (date) (name of authorized person)

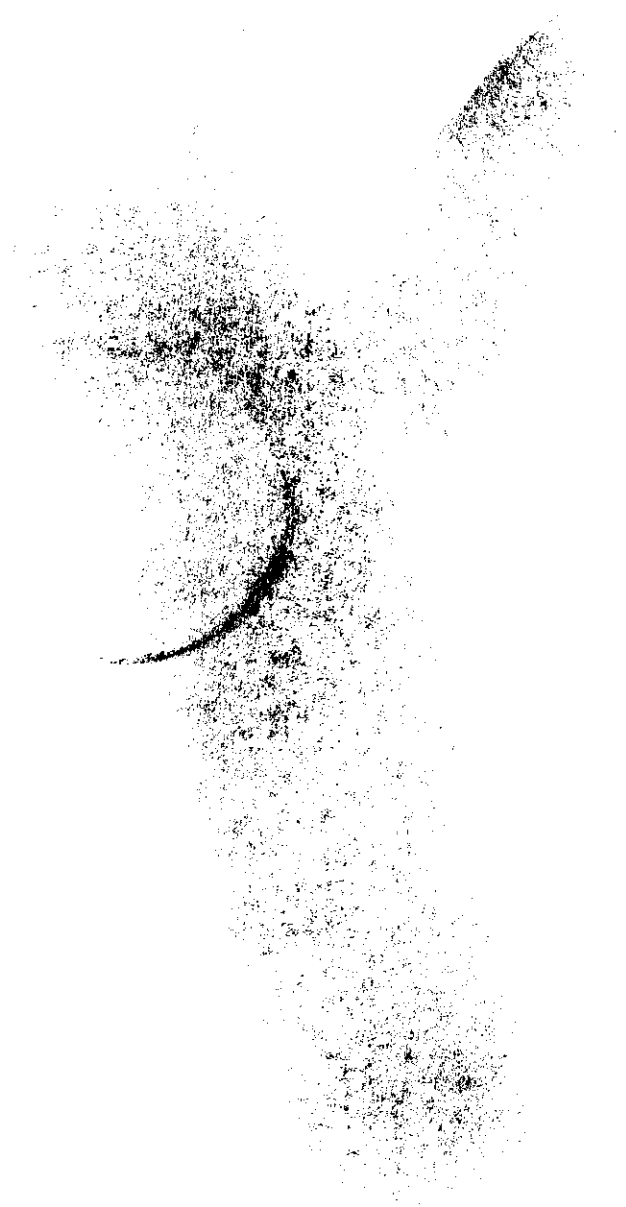




 Notary Public's signature

Instrument #3

Rules and Regulations



HOA DOCUMENT RETENTION POLICY

SUBDIVISION: Being all that certain real property lying and being situated in **BIRD POND ESTATES, PHASE 1**, an addition to the City of College Station, Texas, according to plat recorded in Volume 8698, Page 19 of the Official Records of Brazos County, Texas; other than Lot One (1), Block Two (2) of Bird Pond Estates, Phase 1, a subdivision in the City of College Station, Brazos County, Texas, according to plat thereof recorded in Volume 8698, Page 18 of the Official Records of Brazos County, Texas.

Being all that certain real property lying and being situated in **BIRD POND ESTATES, PHASE 2**, an addition to the City of College Station, Texas, according to plat recorded in Volume 8698, Page 17 of the Official Records of Brazos County, Texas.

ASSOCIATION: BIRD POND ESTATES HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation

The Board of Directors of Bird Pond Estates Homeowners Association, Inc., a Texas non-profit corporation, a Texas "property owners' association" as defined by Texas Property Code, Chapter 209, has resolved that it is in the best interests of the Association to adopt this Policy, and has instructed the undersigned to execute and effect recording of this instrument on behalf of the Association.

PURPOSE. The purpose of this Policy is to comply with the minimum requirements of Texas Property Code Sec. 209.005(m), which requires a property owners' association composed of more than 14 lots to adopt and comply with a document retention policy.

EFFECTIVE DATE. This Policy is adopted by the Board of Directors to be effective from April __, 2017, being the date of the formation of the Association.

DOCUMENT RETENTION REQUIREMENTS. At a minimum, the Association will retain the documents required by Texas Prop. Code Sec. 209.005(m), for the time periods required by Texas Prop. Code Sec. 209.005(m), which on the Effective Date consist of the documents identified on Exhibit "A" hereto.

CONSTRUCTION. The policy may not be construed to prevent the Board of Directors from adopting, amending, and restating, from time to time, one or more additional administrative policies pertaining to the retention of documents, records and information of the Association, including, without limitation, policies relating to the storage and destruction of the items identified on Exhibit "A", and policies pertaining to the retention, storage and destruction of other types of documents, records, and information of the Association. This provision may not be construed as a duty of the Board of Directors to adopt such additional administrative policies.

PUBLIC RECORDING. In case this administrative Policy is construed to be a "dedicatory instrument" within the meaning of Texas Prop. Code Sec. 202.001(1), it will be publicly recorded in Brazos County, Texas, pursuant to Prop. Code Sec. 202.006(b). All amendments, restatements, and supplements to this Policy must also be publicly recorded in Brazos County,

Texas, unless and until State law clarifies that public recording of administrative policies, such as this Policy, is not required. This provision and the act of recording may not be construed as an assertion by the Association that this Policy, which is administrative in nature, is a "dedicatory instrument".

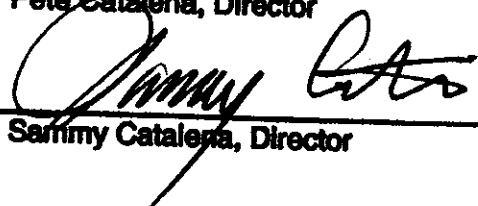
By signing below, the undersigned certify that the Board of Directors of Bird Pond Estates Homeowners Association, Inc. adopted this Policy and instructed the undersigned to execute this Policy and effect its recording on behalf of the Association.

SIGNED on the 26 day of April, 2017.

**BIRD POND ESTATES HOMEOWNERS
ASSOCIATION, INC.,** a Texas non-profit
corporation

By: 
Cody Catalena, Director

By: 
Pete Catalena, Director

By: 
Sammy Catalena, Director

**EXHIBIT "A" TO
HOA DOCUMENT RETENTION POLICY**
MINIMUM STATUTORY REQUIREMENTS

Bird Pond Estates Homeowners Association, Inc., a Texas non-profit corporation, will retain the following documents for the below-stated periods of time, being the stated requirements of Texas Property Code Sec. 209.005(m):

- (1) certificates of formation, bylaws, restrictive covenants, and all amendments to the certificates of formation, bylaws, and covenants shall be retained permanently;
- (2) financial books and records shall be retained for at least seven years;
- (3) account records of current owners shall be retained for at least five years;
- (4) contracts with a term of one year or more shall be retained for at least four years after the expiration of the contract term;
- (5) minutes of meetings of the owners and the board shall be retained for at least seven years; and
- (6) tax returns and audit records shall be retained for at least seven years.

AFTER RECORDING, RETURN TO:

Records Production and Copying Policy

Date: Effective April 28, 2017

Subdivision: Being all that certain real property lying and being situated in **BIRD POND ESTATES, PHASE 1**, an addition to the City of College Station, Texas, according to plat recorded in Volume 8698, Page 19 of the Official Records of Brazos County, Texas; other than Lot One (1), Block Two (2) of Bird Pond Estates, Phase 1, a subdivision in the City of College Station, Brazos County, Texas, according to plat thereof recorded in Volume 8698, Page 18 of the Official Records of Brazos County, Texas.

Being all that certain real property lying and being situated in **BIRD POND ESTATES, PHASE 2**, an addition to the City of College Station, Texas, according to plat recorded in Volume 8698, Page 17 of the Official Records of Brazos County, Texas.

Property Owners Association: **BIRD POND ESTATES HOMEOWNERS ASSOCIATION, INC.**, a Texas non-profit corporation

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

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(f), (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.

**BIRD POND ESTATES HOMEOWNERS
ASSOCIATION, INC., a Texas non-profit
corporation**

By: 
Cody Catalena, Director

By: 
Pete Catalena, Director

By: 
Sammy Catalena, Director

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.

Guidelines for Alternative Payment Plans

Date: April 28, 2017

Property Owners Association: BIRD POND ESTATES HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation

Property Owners Association's Address: P.O. Box 10103, College Station, Texas 77842

Subdivision: **Bird Pond Estates Subdivision, Phases 1 and 2**
(as described below):

Phase 1: The plat of the Subdivision recorded in Volume 8698, Page 19 of the Official Records of Brazos County, Texas, other than Lot One (1), Block Two (2) of Bird Pond Estates, Phase 1, a subdivision in the City of College Station, Brazos County, Texas, according to plat thereof recorded in Volume 8698, Page 18 of the Official Records of Brazos County, Texas.

Phase 2: The plat of the Subdivision recorded in Volume 8698, Page 17 of the Official Records of Brazos County, Texas.

Payment Plan Guidelines: See Exhibit "A" attached hereto and made a part hereof.

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.

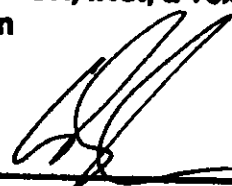
To be entitled to pay a debt under a payment plan, an owner who is delinquent on a debt must submit a written request to the Property Owners Association.

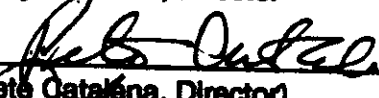
Owners can make no more than 1 requests for a payment plan within a twelve-month period. The Property Owners Association is not required to enter into a payment plan agreement with an owner who failed to honor the terms of a previous payment plan agreement during the two years following the owner's default under the previous payment plan agreement.

In the event that any provision herein shall be determined by a court with jurisdiction to

be invalid or unenforceable in any respect, such determination shall not affect the validity or enforceability of any other provision, and this Policy shall be enforced as if such provision did not exist. Furthermore, the purpose of this policy is to satisfy the legal requirements of Section 209.0062 of the Texas Property Code. In the event that any provision of this Policy is deemed by a court with jurisdiction to be ambiguous or in contradiction with any law, this Policy and any such provision shall be interpreted in a manner that complies with an interpretation that is consistent with the law.

BIRD POND ESTATES HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation

By: 
Cody Catalena, Director

By: 
Pete Catalena, Director

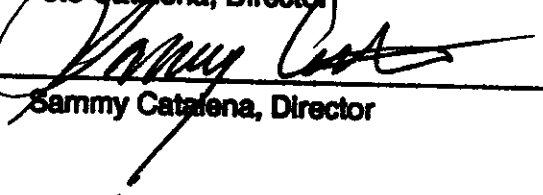
By: 
Sammy Catalena, Director

Exhibit "A"

Payment Plan Guidelines

Payment Plan Schedule/ Guidelines. Bird Pond Estates Homeowners Association, Inc. (the "Association") hereby adopts the following alternate payment guidelines and makes the following payment plan schedule available to owners in order to make partial payments for delinquent amounts owed:

- a) **Requirements of Payment Plan Request.** Within 30 days of the date of the initial letter which informs the owner of the availability of a payment plan, an owner must submit a signed acceptance of the payment plan schedule described below to the Association.
- b) **Term.** The term of the payment plan or schedule is 6 months and the Owner must make an initial payment of twenty-five percent (25%) of the total amount owed and remaining payments in equal monthly installments.
- c) **Date of Partial Payments under Plan.** The Owner must submit the first monthly installment payment under the plan contemporaneously with submission of the Owner's payment plan agreement which must be signed by the Owner. The Owner must make all additional monthly installments under the payment plan so that the payments are received by the Association no later than the first (1st) day of each month. The Owner may pay off, in full, the balance under the payment plan at any time. All payments must be received by the Association at the Association's designated mailing address or lock box for all payments. Payments may be made by check or certified funds.
- d) **Correspondence.** Any correspondence to the Association regarding the amount owed, the payment plan, or such similar correspondence must be sent to the address designated by the Association for correspondence. Such correspondence shall not be included with an Owner's payment.
- e) **Amounts Coming Due During Plan.** Owners are responsible for remaining current on all assessments and other charges coming due during the duration of the Owner's payment plan and must, therefore, timely submit payment to the Association for any amounts coming due during the duration of the Owner's payment plan.
- f) **Additional Charges.** An Owner's balance owed to the Association shall not accrue late fees or other monetary penalties (except interest) while such Owner is in compliance with a payment plan under the Association's alternate payment plan schedule. Owners in a payment plan are responsible for reasonable costs associated with administering the plan, and for interest on the unpaid balance, calculated at the highest rate allowed by the governing documents or by law. The costs of administering the plan and interest shall be included in calculating the total amount owed under the payment plan and will be included in the payment obligation. The costs of administering the payment plan may include a reasonable charge for preparation and creation of the plan, as well as a monthly monitoring fee of no less than \$5.00 per month.

- g) Other Payment Arrangements. As the discretion of the Board of Directors, and only for a good cause demonstrated by an owner, the Association may accept payment arrangements offered by owners which are different from the above cited guidelines, provided that the term of payments is no less than three (3) months nor longer than eighteen (18) months. The Association's acceptance of payment arrangements that are different from the approved payment plan scheduled / guidelines hereunder shall not be construed as a waiver of these guidelines nor authorize an owner to be granted a payment plan which differs from the one herein provided.

Filed for Record in:
BRAZOS COUNTY

On: May 01, 2017 at 01:48P

As a
Recording

Document Number: 01295922

Amount 150.00

Receipt Number - 601419

By:
Cathy Barcelona

STATE OF TEXAS COUNTY OF BRAZOS
I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the Official Public records of:

BRAZOS COUNTY

as stamped hereon by me.

May 01, 2017

Karen McQueen, Brazos County Clerk
BRAZOS COUNTY